

**LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
JULY 14, 2015**

5:30 p.m. Executive Sessions:

- ES-A. Executive Session pursuant to MRSA Title 1, section 405(6)(A) to discuss a personnel matter.
- ES-B. Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.
- ES-C. Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.
- ES-D. Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag.
Moment of Silence.

Appointments to the Lewiston Youth Advisory Council

Public Comment period - Any member of the public may make comments regarding issues pertaining to Lewiston City Government (maximum time limit is 15 minutes for all comments)

ALL ROLL CALL VOTES FOR THIS MEETING WILL BEGIN WITH THE COUNCILOR OF WARD 7.

CONSENT AGENDA: All items with an asterisk (*) are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

- * 1. Authorization to accept transfer of forfeiture funds.
- * 2. Orders authorizing execution of three Municipal Quitclaim Deeds.
- * 3. Resolve accepting donations for the purpose of sponsoring performing arts program for children within the Lewiston and Auburn area.
- * 4. Amendments to the City Business License Application Policy.

REGULAR BUSINESS:

- 5. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for the Acme Social Club, Inc., 255 Park Street.
- 6. Public Hearing on the renewal of a Special Amusement Permit for Live Entertainment for the Androscoggin Bank Colisee, 190 Birch Street.
- 7. Public Hearing for approval of an Outdoor Entertainment Permit for the Annual Great Falls Balloon Festival.
- 8. Public Hearing & Final Passage for Land Use Code Amendments to the division of lots, that contain more than one principal structure, to individual house lots.

9. Public Hearing & Final Passage for Land Use Code Amendments regarding dormitories as a permitted use in the Highway Business District.
10. Public Hearing & First Passage for Land Use Amendments regarding child care facility standards and parking.
11. Condemnation Hearing for the building located at 229 Lincoln Street.
12. Consent Order for the Condemnation of the building located at 242 Lincoln Street.
13. Consent Order for the Condemnation of the building located at 244 Lincoln Street.
14. Order authorizing the City Administrator to execute a Municipal Release Deed to release and quit claims to the Central Maine Power Company regarding an abandoned waterline easement near Gully Brook.
15. Order approving the City's purchase of 2 and 26 Oxford Street, Lewiston and authorizing the City Administrator to execute the Purchase and Sale Agreement and other documentation necessary to effect the transaction.
16. Order approving the extension of the Purchase and Sale Agreement for 139 and 155 Bartlett Street and 116 and 122 Pierce Street.
17. Order authorizing the City Administrator to proceed with a Contract to provide a Public Education and Community Engagement process regarding a Pay-As-You-Throw (PAYT) Solid Waste Program with the potential to implement such a program when/if further authorization is provided.
18. Request from the Maine Cycling Club for a waiver of fees regarding the use of the Dufresne Park for the Organization's August 23rd bike race.
19. Reports and Updates
20. Any other City Business Councilors or others may have relating to Lewiston City Government.
 - Appointment to the Lewiston Housing Authority Board of Commissioners.
21. Executive Session pursuant to MRSA Title 1, section 405(6)(c) to discuss to an Economic Development issue of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

Please note: During the June 30, 2015 City Council meeting, Councilor Bouchard asked to have the issue of General Assistance funding for Ineligible Aliens reconsidered at the July 14, 2015 City Council meeting. On July 8, 2015, Councilor Bouchard withdrew his request to have this item appear on the July 14 agenda as an item for Reconsideration. Therefore, this issue does not appear on this meeting agenda. Questions regarding this matter can be directed to the City Clerk. Thank you.

TO: Edward A. Barrett, City Administrator
FR: Dottie Perham-Whittier, Community Relations Coordinator/LYAC Advisor
RE: **Selection of 2015 - 2016 Lewiston Youth Advisory Council**
DT: July 8, 2015



Per Article IV, Section 6 of the Lewiston Youth Advisory Council by-laws, you are hereby notified as to the ten (one pending interview) youth who have been chosen to serve on the **July 2015 - July 2016** youth council.

In addition to submitting an application, the applicants were individually interviewed. Mayor Robert Macdonald, Councilor Kristen Cloutier (on behalf of LYAC Council Liaison Nate Libby), Recreation Deputy Director Joline Banaitis, and I conducted the interviews. The names of the students selected are listed below. We have five (5) new members and five (5) returning members (one pending interview). We also had five (5) LYAC youth graduate in June.

New Members

Nicole Morin
Iman Abdalla
Amran Osman
Divine Selengbe
Sarah Kennedy

Returning Members

Deni Federico
Eric Hall
Jazlyn Dumas
Khafiya Dualeh
Courtney Caouette

(Pending Interview – Family Has Been Out of State)

The youth have been notified of their selection and will be appointed for the 2015 – 2016 year at the **July 14, 2015, City Council meeting**. An interactive day of orientation will occur in August.

During the applicants' interviews, they spoke very highly of Lewiston, and pride for their community ran high! Items of interest for their LYAC year included: continuing to promote a positive image for Lewiston; helping people to be aware of Lewiston's rich heritage; interacting with community youth; possibly hosting cultural community dialogues; and raising funds for a healthy living initiative. At the August orientation, they will continue to brainstorm as to their focus for the 2015-2016 year.

dapw

c: Council Liaison Nate Libby
Councilor Kristen Cloutier
Phil Nadeau, Deputy City Administrator
Kathy Montejo, City Clerk

LEWISTON CITY COUNCIL
MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. ES - A

SUBJECT:

Executive Session pursuant to MRSA Title 1, section 405(6)(A) to discuss a personnel matter.

INFORMATION:

The Maine State Statutes, Title 1, section 405, define the permissible grounds and subject matters of executive sessions for public meetings.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

Entering into executive session is permitted and defined under Maine State Statutes.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into an executive session pursuant to MRSA Title 1, section 405(6)(A) to discuss a personnel matter.

LEWISTON CITY COUNCIL

MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. ES - B

SUBJECT:

Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

INFORMATION:

The Maine State Statutes, Title 1, section 405, define the permissible grounds and subject matters of executive sessions for public meetings.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

ERB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into an Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Real Estate Negotiations, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL
MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. ES - C

SUBJECT:

Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

INFORMATION:

The Maine State Statutes, Title 1, section 405, define the permissible grounds and subject matters of executive sessions for public meetings.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

ETB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into an Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Real Estate Negotiations, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL
MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. ES - D

SUBJECT:

Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

INFORMATION:

The Maine State Statutes, Title 1, section 405, define the permissible grounds and subject matters of executive sessions for public meetings.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into an Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Real Estate Negotiations, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL

MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT:

Authorization to accept transfer of forfeiture funds.

INFORMATION:

The Lewiston Police Department is requesting that the City Council authorize the acceptance of funds, in the amounts outlined below, as reimbursement for costs associated with assisting in a criminal investigation.

The funds are available to the Lewiston Police Department due to its substantial contribution to the investigation of this or a related criminal case.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EVABIKmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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That pursuant to Title 15, Maine Revised Statutes Annotated, Section 5824(3) and Section 5822(4)(A), the City Council hereby acknowledges and approves of the transfer of \$896.75, less administrative fees, or any portion thereof, in the case of State of Maine vs. Naheen Spencer CR-15-187; the transfer of \$827.87, less administrative fees, or any portion thereof, in the case of State of Maine vs. Christopher Denegall, CR-15-186; the transfer of an amount to be determined, less administrative fees, or any portion thereof, in the case of US Department of Justice Drug Enforcement Administration vs. CE-12-0042, 15-DEA-611762; the transfer of an amount to be determined, less administrative fees, or any portion thereof, in the case of the US Department of Justice Drug Enforcement Administration vs. 245D-BS-4370128, 15-FBI-002789; the transfer of an amount to be determined, less administrative fees, or any portion thereof, in the case of the US Department of Justice Drug Enforcement Administration vs. 245D-BS-4370128, 15-FBI-002755; the transfer of an amount to be determined, less administrative fees, or any portion thereof, in the case of the US Department of Justice Drug Enforcement Administration vs. 245D-BS-4370128, 15-FBI-001232 and the transfer of an amount to be determined, less administrative fees, or any portion thereof, in the case of the US Department of Justice Drug Enforcement Administration vs. CE-12-0022, 15-DEA-609535. Being funds forfeited pursuant to court process. It is further acknowledged that these funds shall be credited to the 'City of Lewiston Drug Enforcement Program'.

STATE OF MAINE
Androscoggin, ss

SUPERIOR COURT
Criminal Action
Docket No. CR-15-187

State of Maine	}	
	}	Municipality of Lewiston
v.	}	Approval of Transfer
	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Naheen Spencer	}	
Defendant;	}	
	}	
And	}	
	}	
\$896.75 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the municipality of Lewiston, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem, or any portion thereof, on the grounds that the Lewiston Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Lewiston, Maine does hereby approve of the transfer of the Defendant(s) In Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Lewiston municipal legislative body on or about

Dated: _____

Municipal Officer
Lewiston, Maine
(Impress municipal legislative body seal here)

STATE OF MAINE
Androscoggin, ss

SUPERIOR COURT
Criminal Action
Docket No. CR-15-186

State of Maine	}	
	}	
v.	}	Municipality of Lewiston
	}	Approval of Transfer
Christopher Denegall	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Defendant;	}	
	}	
And	}	
	}	
\$827.87 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the municipality of Lewiston, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem, or any portion thereof, on the grounds that the Lewiston Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Lewiston, Maine does hereby approve of the transfer of the Defendant(s) In Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Lewiston municipal legislative body on or about

Dated: _____

Municipal Officer
Lewiston, Maine
(Impress municipal legislative body seal here)



MEMO



Date: June 29, 2015
To: Kathy Montejo, City Clerk
From: Michael Bussiere, Chief of Police
Re: Forfeiture funds

The following investigations are pending in federal court and upon a favorable final disposition, the funds in the cases listed below will be released to the Lewiston Police Department. Please make the necessary notifications to the City Council that would allow them to address the issue and consent to the acceptance of these funds.

Please credit these funds to the Federal Drug Forfeiture Account, number 5902-351450.

Case #	Asset #	Asset
CE-12-0042	15-DEA-611762	portion yet to be determined less administrative fee of \$45,000
245D-BS-4370128	15-FBI-002789	portion yet to be determined less administrative fee of \$200
245D-BS-4370128	15-FBI-002755	portion yet to be determined less administrative fee of \$2,351
245D-BS-4370128	15-FBI-001232	portion yet to be determined less administrative fee of \$8,077.51
CE-12-0022	15-DEA-609535	portion yet to be determined less administrative fee of \$39,000

LEWISTON CITY COUNCIL
MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

SUBJECT:

Orders authorizing execution of three Municipal Quitclaim Deeds.

INFORMATION:

The Council is asked to approve municipal quitclaim deeds for three properties within the city. The quitclaim deed will release any interest the City may have by virtue of undischarged real estate tax liens or utility liens on these properties.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Orders authorizing execution of municipal quitclaim deeds for real estate liens and/or utility liens at 34 Pleasant Street, 87 Heather Drive and 1237 Sabattus Street.



**City of Lewiston Maine
City Council Order
July 14, 2015**

**Order, Authorizing Execution of a Municipal Quitclaim Deed – Real Estate
Located at 34 Pleasant Street.**

WHEREAS, the owner Leo Grivois failed to pay his real estate tax bills on a timely basis at 34 Pleasant Street (Tax Map 176, Lot 236, Parcel 00-004477); and

WHEREAS, a tax lien was filed on June 17, 2011 (Book 8181 Page 17), and matured on December 17, 2012, in the amount of \$1,324.57; and

WHEREAS, a tax lien was filed on June 13, 2012 (Book 8417 Page 181), and matured on December 13, 2013, in the amount of \$1,322.18; and

WHEREAS, a tax lien was filed on June 19, 2013 (Book 8699 Page 265), and matured on December 19, 2014, in the amount of \$1,311.24; and

WHEREAS, payment was received in full on June 25, 2015; and

NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON, to issue a quitclaim for 34 Pleasant Street to release the City's interest in the property to the new owner.



**City of Lewiston Maine
City Council Order
July 14, 2015**

**Order, Authorizing Execution of a Municipal Quitclaim Deed – Real Estate
Located at 87 Heather Drive.**

WHEREAS, the owner Terry and Robert A. Watier failed to pay their real estate tax bills on a timely basis at 87 Heather Drive (Tax Map 169, Lot 49, Parcel 90-012568); and

WHEREAS, a tax lien was filed on June 17, 2011 (Book 8181 Page 11), and matured on December 17, 2012, in the amount of \$431.49; and

WHEREAS, a tax lien was filed on June 13, 2012 (Book 8418 Page 116), and matured on December 13, 2013, in the amount of \$424.06; and

WHEREAS, a tax lien was filed on June 19, 2013 (Book 8700 Page 206), and matured on December 19, 2014, in the amount of \$333.78; and

WHEREAS, payment was received in full on June 25, 2015; and

NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON, to issue a quitclaim for 87 Heather Drive to release the City's interest in the property to the new owner.



**City of Lewiston Maine
City Council Order
July 14, 2015**

**Order, Authorizing Execution of a Municipal Quitclaim Deed – Real Estate
Located at 1237 Sabattus Street.**

WHEREAS, the owner Gregory Paradis failed to pay his utility bills on a timely basis at 1237 Sabattus Street (Tax Map 37, Lot 33, Parcel 00-008545); and

WHEREAS, a water lien was filed on August 29, 2013 (Book 8760 Page 162), and matured on February 28, 2015, in the amount of \$175.07; and

WHEREAS, a sewer lien was filed on August 29, 2013 (Book 8760 Page 272), and matured on February 28, 2015, in the amount of \$158.12; and

WHEREAS, a stormwater lien was filed on December 6, 2013 (Book 8830 Page 156), and matured on June 7, 2015, in the amount of \$104.27; and

WHEREAS, payment was received in full on June 15, 2015;

NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON, to issue a quitclaim deed for 1237 Sabattus Street to release the City's interest in the property back to the owner.

LEWISTON CITY COUNCIL

MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Resolve Accepting Donations for the purpose of sponsoring performing arts programs for children within the Lewiston and Auburn area.

INFORMATION:

The Lewiston and Auburn Recreation Departments work together to bring the Wednesdays in the Park program to both communities. The performing arts program has been operating in Lewiston for over 35 years. Local businesses and organizations contribute to underwrite the entire operating budget for the program.

The Council is asked to vote to accept the donations for this program.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To adopt the Resolve accepting donations for the purpose of sponsoring performing arts programs for children in the Lewiston and Auburn area.



COUNCIL RESOLVE

Resolve, Accepting Donations for the Purpose of Sponsoring Performing Arts Programs for Children within the Lewiston and Auburn area.

Whereas, the Lewiston Recreation Division and the Auburn Recreation Department combine efforts to bring the Wednesdays In The Park program to both Communities; and

Whereas, Wednesdays In The Park celebrates its thirty-sixth season of performing arts this year; and

Whereas, for four weeks during the summer months, various performers will entertain hundreds of children at different sites throughout Lewiston and Auburn; and

Whereas, local businesses and organizations donate funds to support the entire operating budget for the Wednesdays In The Park program;

Now, therefore, be it resolved by the City Council of the City of Lewiston that

the City Administrator is authorized to accept the donations and promotions from the following local businesses and organizations that will allow the Wednesdays In The Park Program to operate.

2015 WEDNESDAYS IN THE PARK SPONSORS

Auburn Exchange Club \$250
Evergreen Custom Printing Inc. Printing of Posters
Great Falls Security Systems \$50
Lewiston Housing Authority \$25
Past Time Club \$200
Roopers \$100

Total \$625

Be it Further Resolved that

the City Council expresses its thanks and appreciation to local businesses and organizations that have contributed funding and promotion to make this program possible.

LEWISTON CITY COUNCIL

MEETING OF JULY 15, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT:

Amendments to the City Business License Applications Policy.

INFORMATION:

The City Clerk is recommending some minor amendments to this Policy. The current Policy states that applicants for a business license shall submit their application to the City Clerk's Department at least 48 hours in advance of their event. However, this does not allow enough time for staff to process the application, conduct background checks, inspections, etc. The practice has been 7 days and this is formalizing that into the Policy language. The change also removes the four week application deadline for peddlers because this is no longer needed and 7 days is sufficient for this license type. The last change is to remove old language that is no longer applicable. The adoption of these amendments is recommended.

Note: Additions are underlined; deletions have ~~strikeout~~ lines.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/1/15

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the proposed amendments to the City Business License Applications Policy, Policy Manual Number 7, as recommended by City Administration and the City Clerk.

(Note - Full copy of the amendment is attached.)

CITY BUSINESS LICENSE APPLICATIONS

FEES, PENALTIES AND INSPECTION & APPROVAL SCHEDULE

1. Approval of all new city license applications shall be in accordance with the Business License Approval Schedule which is attached hereto and made a part hereof.
2. The City Clerk, as required by State Statutes or the City Ordinances, or as directed by the City Council, or upon his own discretion shall submit applications for licenses to such City officials whose approval is deemed necessary before such license is to be issued.
3. All licensees are required to file an application at least ~~forty-eight (48) hours~~ seven (7) days prior to the event. Failure may be grounds for denial of the application. ~~For peddlers licenses, all applications must be filed no later than four weeks before the event.~~
4. If an inspection is required outside of normal working hours, the applicant shall pay the cost of the inspection prior to the issuance of the license. The fee shall be \$56.00.
5. The City Clerk, when notified in writing by any department more than thirty (30) days prior to the renewal date that a license should be denied, shall not renew said license until such time as the department has granted its approval.
6. The provisions for payment of one-half (1/2) of the annual license fee for businesses starting after six (6) months of the current license year have expired. ~~, shall not be applicable to licenses, where the half fee would be less than ten (10) dollars.~~
7. The City shall be entitled to retain, from the license fee paid, the sum of twelve (12) dollars on any application which is denied or cancelled.
8. Non-profit organizations conducting a one (1) or two (2) day "bake sale" shall only be required to obtain a permit from the Code Enforcement Division. No fee shall be charged for this permit.

Note: Additions are underlined; additions are ~~struck-out~~.

LEWISTON CITY COUNCIL

MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

SUBJECT:

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for the Acme Social Club, Inc., 255 Park Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from the Acme Social Club, Inc., 255 Park Street.

The Police Department has reviewed and approved the application.

There was no reference to this business or property address in the Council Constituent Concern log, as maintained by the Administrator's Office.

The business owner has been notified of the public hearing and requested to attend.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/KMM

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to the Acme Social Club, Inc., 255 Park Street.

CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 4/26/15

Expiration Date: 7-3-2016

- Class A - \$125.00 - restaurants with entertainment, which **does not have dancing**
 Class B - \$125.00 - lounges/bars with entertainment, which **does not have dancing**
 Class C - \$150.00 - either restaurants or lounges/bars with entertainment, including dancing
 Class D - \$150.00 - function halls with entertainment, including dancing
 Class E - \$150.00 - dance hall or nightclub that admits persons under the age of 21
 Class F - \$150.00 - "chem-free" dance hall or nightclub for patrons aged 18 yrs and older, with no liquor

Renewal Applicants: Has any or all ownership changed in the 12 months? Yes No

****PLEASE PRINT****

Business Name: Acme Social Club, Inc. Business Phone: 207-782-9309

Location Address: 255 Park St, Lewiston, ME 04240

(If new business, what was formerly in this location: _____)

Mailing Address: 255 Park St, Lewiston, ME 04240

Email address: N/A

Contact Person: Marc Lee Mason Phone: 207-576-4657

Owner of Business: Member Owned Social Club Date of Birth: _____

Address of Owner: N/A

Manager of Establishment: Amy Mason Date of Birth: 01-14-1981

Owner of Premises (landlord): Marc Lee Mason

Address of Premises Owner: 100 Lafayette St, Lewiston, ME 04240

Does the issuance of this license directly or indirectly benefit any City employee(s)? Yes No
If yes, list the name(s) of employee(s) and department(s): _____

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Lewiston? Yes No If yes, please list business name(s) and location(s): Acme Social Club, Inc.
255 Park St, Lewiston, ME 04240

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of the law? Yes No If yes, please explain: _____

CORPORATION APPLICANTS: Please attach a list of all principal officers, date of birth & town of residence

Corporation Name: Acme Social Club, Inc.

Corporation Mailing Address: 255 Park St Lewiston ME 04240

Contact Person: Marc Lee Mason Phone: 207-782-9309

Do you permit dancing on premises? Yes No (If yes, you must first obtain a dance hall permit from the State Fire Marshall's Office) If yes, do you permit dancing or entertainment after 1:00 AM? Yes No

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? _____

Please describe the type of proposed entertainment:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> dancing | <input type="checkbox"/> stand up comedian | <input type="checkbox"/> piano player |
| <input checked="" type="checkbox"/> music by DJ | <input checked="" type="checkbox"/> karaoke | <input type="checkbox"/> other, please list _____ |
| <input checked="" type="checkbox"/> live band/singers | <input type="checkbox"/> magician | <input type="checkbox"/> other, please list _____ |

If new applicant, what is your opening date?: _____

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We hereby waive any rights to privacy with respect thereto.

Signature:  Title: Treasurer Date: 6/26/15

Printed Name: Amy Mason

Hearing Date: _____



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Brooks, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: June 29, 2015

RE: Liquor License/Special Amusement Permit – **Acme Social Club**

We have reviewed Liquor License/Special Amusement Permit Application and have no objections to the following establishment;

Acme
255 Park St.



171 Park St • Lewiston, Maine • 04240 • Phone 207-513-3137 • Fax 207-795-9007
www.lewistonpd.org



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability

LEWISTON CITY COUNCIL

MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

SUBJECT:

Public Hearing on the renewal of a Special Amusement Permit for Live Entertainment for the Androscoggin Bank Colisee, 190 Birch Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from the Androscoggin Bank Colisee, 190 Birch Street.

The Police Department has reviewed and approved the application.

There was no reference to this business or property address in the Council Constituent Concern log, as maintained by the Administrator's Office.

The business owner has been notified of the public hearing and requested to attend.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to the Androscoggin Bank Colisee, 190 Birch Street.

**CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT**

Date of Application: 7-6-15

Expiration Date: 7-31-2016

- Class A - \$125.00 - restaurants with entertainment, which **does not have dancing**
- Class B - \$125.00 - lounges/bars with entertainment, which **does not have dancing**
- Class C - \$150.00 - either restaurants or lounges/bars with entertainment, including dancing
- Class D - \$150.00 - function halls with entertainment, including dancing
- Class E - \$150.00 - dance hall or nightclub that admits persons under the age of 21
- Class F - \$150.00 - "chem-free" dance hall or nightclub for patrons aged 18 yrs and older, with no liquor

Renewal Applicants: Has any or all ownership changed in the 12 months? Yes No

****PLEASE PRINT****

Business Name: Androscegan Bank Colisee Business Phone: 207 783 2009

Location Address: 190 Birch st Lewiston ME

(If new business, what was formerly in this location: _____)

Mailing Address: 190 Birch st. Lewiston ME

Email address: Mcain@icerinks.com

Contact Person: Mike Cain Phone: 207 783-2009

Owner of Business: Ferland Management Colisee Date of Birth: 05/03/75
Michael Cain

Address of Owner: 17 Richmond ave Lewiston

Manager of Establishment: _____ Date of Birth: _____

Owner of Premises (landlord): _____

Address of Premises Owner: _____

Does the issuance of this license directly or indirectly benefit any City employee(s)? Yes No
If yes, list the name(s) of employee(s) and department(s): _____

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Lewiston? Yes No If yes, please list business name(s) and location(s): _____

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of the law? ____ Yes X No If yes, please explain: _____

CORPORATION APPLICANTS: Please attach a list of all principal officers, date of birth & town of residence

Corporation Name: Ferland Management Colice

Corporation Mailing Address: 190 Birch St. Lewiston ME

Contact Person: MIKE COIN Phone: 207 783 2009

Do you permit dancing on premises? X Yes ____ No (If yes, you must first obtain a dance hall permit from the State Fire Marshall's Office) If yes, do you permit dancing or entertainment after 1:00 AM? ____ Yes X No

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 300 ft.

Please describe the type of proposed entertainment:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> dancing | <input checked="" type="checkbox"/> stand up comedian | <input checked="" type="checkbox"/> piano player |
| <input checked="" type="checkbox"/> music by DJ | <input checked="" type="checkbox"/> karaoke | <input type="checkbox"/> other, please list _____ |
| <input checked="" type="checkbox"/> live band/singers | <input checked="" type="checkbox"/> magician | <input type="checkbox"/> other, please list _____ |

If new applicant, what is your opening date?: _____

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We hereby waive any rights to privacy with respect thereto.

Signature: [Signature] Title: GM Date: 7/6/15

Printed Name: Michael Coin

Hearing Date: 7-14-15



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Brooks, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: June 29, 2015

RE: Liquor License/Special Amusement Permit – **Androscoggin Bank Colisee**

We have reviewed Liquor License/Special Amusement Permit Application and have no objections to the following establishment;

Colisee
190 Birch St.



171 Park St • Lewiston, Maine • 04240 • Phone 207-513-3137 • Fax 207-795-9007
www.lewistonpd.org



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability

LEWISTON CITY COUNCIL

MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 7

SUBJECT:

Public Hearing for approval of an Outdoor Entertainment Permit for the Annual Great Falls Balloon Festival .

INFORMATION:

The Great Falls Balloon Festival, Inc., an independent non-profit organization, is planning to hold its twenty-third annual festival on August 21, 22, and 23, 2015.

The focus of the festival is to provide a family oriented celebration, promote community pride, and provide an attraction for summer tourists and regional visitors to the Lewiston-Auburn area.

The Festival organizers are planning to hold outdoor music concerts as part of the Festival and are seeking permission for an Outdoor Entertainment permit.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

ERAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To conduct a public hearing on an application for an outdoor entertainment event for the Great Falls Balloon Festival, and to grant a permit for an Outdoor Entertainment Event, as required by the City Code of Ordinances, Chapter 10, Article 1, Section 10-3, to the Great Falls Balloon Festival Committee for outdoor music concerts for the annual Festival to be held at Simard-Payne Memorial Park on August 21-23, 2015, contingent upon positive recommendations from the Recreation Department, Police Department, Fire Department, Code/Health Officer and Land Use Inspector regarding compliance with all regulations and compliance with all City ordinances.

SECTION 1 GENERAL EVENT INFORMATION

1. Name of host organization/individual legally responsible for event:

Great Falls Balloon Festival, Inc
Host Organization

Mell Hamlyn
Name of Person Responsible for Event

2. Is the applicant a legal non-profit? Yes No

If "Yes," please enclose a copy of the IRS Form 990 filed in the year preceding the date of this application. If the applicant has not yet filed a 990, please attach a copy of the IRS letter awarding your non-profit status. **If "No," 100% of all applicable fees must be paid.**

3. Will you or your organization be paid by another non-profit agency to raise money for their organization? Yes No

If "Yes," provide a *signed statement* and with *financial information* from the non-profit indicating how much money they may receive for this event and/or received if the event was held last year.

4. Name of Contact Person for Event: Mell Hamlyn

5. Title of Contact Person: Treasurer

6. Mailing Address: PO Box 1238 Auburn, ME 04211-1238

7. Daytime Telephone: 207-240-5931 Cell: 207-240-5931

8. Email Address: hamlyn3@aol.com

9. Contact Name and Cell Phone Number **DURING** the Event:

Name: Mell Hamlyn Cell: 207-240-5931

10. Name of Event: Great Falls Balloon Festival

11. Type of Event (walk, festival, concert, etc.): Festival

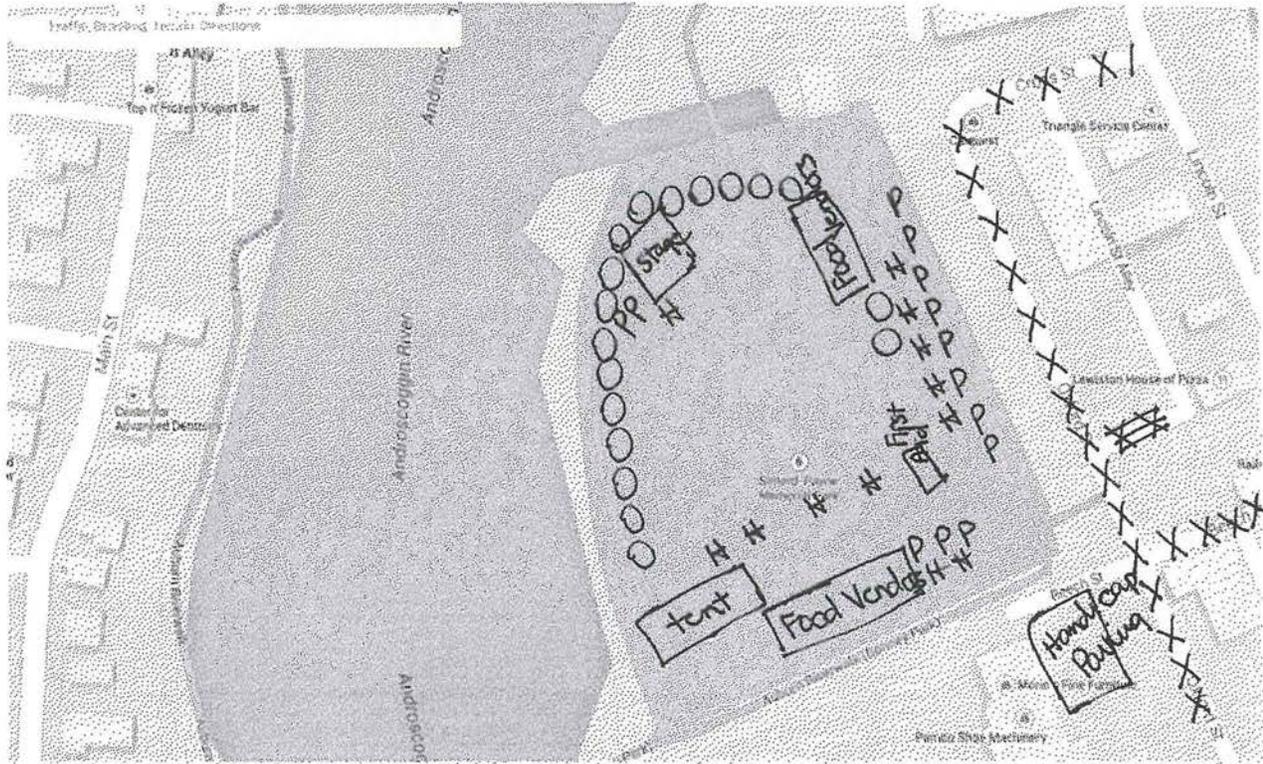
12. Location of Event: Simard Payne Memorial Park

13. Day of Event: F-S-S Date of Event: 08.21.15-08.24.15 Rain Date (if applicable): none

14. Times of Event: Actual Start-time: 4pm Actual End-time: 10pm
Start-time including *set-up*: 08.17.15 End-time including *clean up*: 08.24.15

15. Estimated Attendance: 100000 Open to the Public: Yes No

16. By Invitation Only: Yes No If "Yes," Required Age for Admission: _____



- P = Porta Pottys
- H = Hand Washing Stations
- X = street Closure
- O = Craft/trade vendors

Field Set-Up

LEWISTON CITY COUNCIL

MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 8

SUBJECT:

Public Hearing & Final Passage for Land Use Code Amendments to permit the division of lots, that contain more than one principal structure, to individual house lots.

INFORMATION:

This agenda item reflects the suggested amendments to the Land Use Code regarding the nonconforming lots within the Franklin Property Trust land. The Council held a workshop on this issue recently and the Planning and Code Enforcement staff have prepared the Code amendments to address the issues.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

ERABIKmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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That the proposed amendments to Appendix A, Article V. "Administration and Enforcement" and Article VI "Nonconformance", of the City Zoning and Land Use Code, concerning the division of lots that contain more than one principal structure to individual house lots, receive final passage by a roll call vote.

MEMORANDUM

TO: Mayor Robert E. Macdonald
Members of the City Council

FR: Gildace J. Arsenault, Director of Planning and Code Enforcement

RE: Franklin Property Trust, LLC Division of Land

DT: June 11, 2015

Consistent with the Franklin Property Trust, LLC and the City of Lewiston agreement dated December 16, 2014, staff has prepared the requisite amendments to the Zoning and Land Use Code to permit the division of Franklin Property Trust land. If enacted, the proposed amendments will permit the division of lots that contain three or more principal structures in residential use constructed prior to the enactment of State Subdivision Law (i.e. September 23, 1971) limited to single-family detached dwellings, two-family dwellings, and three-unit multifamily dwellings. Currently, it is not possible to divide a number of such lots given use, space and bulk, and parking standards. These amendments will allow for the creation of lots that would not otherwise comply with space and bulk standards and where the principal residential structures would not otherwise satisfy space and bulk standards and/or parking requirements.

These provisions primarily address the plight of a number of individual owners of single-family detached dwellings, two-family dwellings and three-unit multifamily dwellings situated on leased land whereby conventional financing is not available for either the purchase or maintenance of such real estate. These standards will in part serve to improve real estate in a number of locations throughout the City and will help address neighborhood deterioration. In addition, these provisions provide for a relaxation of existing standards that regulate the replacement of such principal residential structures that will be situated on nonconforming lots, nonconforming uses, and uses that do not comply with parking provisions. As proposed, these amendments will be applicable throughout the community.

Staff will be in attendance at the June 16, 2015 Council meeting to address any questions that you may have.

Thank you.

**AN ORDINANCE PERTAINING TO THE DIVISION OF LOTS AND THE
RECONSTRUCTION OF RESIDENTIAL BUILDINGS**

THE CITY OF LEWISTON HEREBY ORDAINS:

Appendix A of the code of ordinances of the City of Lewiston, Maine is hereby amended as follows:

Article V. Administration and Enforcement

Sec. 3. General provisions.

- (a) All buildings and other structures shall be so located and arranged on lots as to provide safe and convenient access for fire protection, servicing and off-street parking and loading located on the premises. No building or structure may be constructed or erected on any lot which does not have at least fifty (50) feet of frontage or twenty-five (25) feet of frontage for lots located in the Centreville and Mill Districts.

However, lots of record that existed prior to December 9, 1987, which were legally established having less than fifty (50) feet of frontage, may apply for a variance pursuant to Article VIII, section 4(2) of this Code in order to have a building or structure constructed or erected on said lot.

- (c) No division of land shall be made whereby any lot created thereby is smaller ~~that~~ than the minimum size required for the district in which said lot is located, or has less frontage, setback or yard space that the minimum required, except as provided by Article VI and subsections (w) and (z), below.

In addition, the following criteria apply to the creation of all lots unless demonstrated adequately to the reviewing authority that the application of one (1) or more of the following criteria is not practical:

- (1) If a lot on one (1) side of a stream, road, or other similar barrier fails to meet the minimum lot size required by the zoning ordinance, it may not be extended to the other side of the barrier to meet the minimum lot size or for the purposes of individual, on-site waste disposal.
- (2) Lots in which parcels of land such as narrow strips are used or are joined to other parcels to meet minimum lot size or frontage requirements, or other reconfiguration of parcels which create irregular-shaped lots (examples of such lots are illustrated in the Site Plan Review Ordinance and Design Guidelines) are prohibited.
- (3) For all proposed lots the lot width shall be at least equal to the minimum frontage requirement.

- (4) All proposed lots must be able to completely contain within its boundaries an area as would be defined by a circle with minimum diameter equal to the required minimum frontage for the district.
- (5) To the extent possible, lots will be oriented in order to make maximum use of direct sunlight and where feasible, side lot lines shall be at right angles to street lines (or radial to curving street lines.)
- (e) Except as provided in subsection w and z below, no lot may be reduced in size if, as a result, the setbacks, yards, or other open spaces are smaller than prescribed by this Code. No setback, yard, or other open space may be counted as required open space for more than one (1) building.
- (z) Notwithstanding Appendix A, Article XI Section 23 of this Code, single lots developed with three or more principal structures in residential use may be divided to create new lots for each of the individual principal structures in residential use provided that the following provisions can be met and satisfied:
 1. All principal residential structures on a given lot were constructed prior to the enactment of State Subdivision Law (i.e. September 23, 1971).
 2. All principal residential structures on a given lot are limited to single-family detached dwellings, two-family dwellings and three-unit multifamily dwellings.
 3. All new lots must to the greatest extent practicable comply with the applicable space and bulk requirements of Appendix A, Article XI Section 23 of this Code.
 4. The approval of the code enforcement director is required to ensure that to greatest extent practicable new lots comply with the applicable space and bulk requirements of Appendix A, Article XI Section 23 of this Code.

Article VI. Nonconformance

Sec. 3. Nonconforming structures

- (b) *Reconstruction.* A nonconforming structure which is damaged or destroyed by fire, flood, lightning, wind, structural failure or any other cause to an extent less than 80 percent of the market value of the structure at the time of such damage or destruction may be reconstructed as it existed; but if the damage equals or exceeds 80 percent of the market value, it may be reconstructed only in conformance with space and bulk regulations of the district in which it is located.
 - (1) A residential structure which is located in a shoreland area and is nonconforming because it; (a) does not meet the current space and bulk standards of the zoning district; or (b) does not meet the shoreline setback as outlined under article XII, subsection 2(d)(1), and which is damaged or destroyed by 50 percent or less of

the market value of the structure before such damage or destruction, excluding normal maintenance or repair, may be reconstructed, in place, as it existed. However, if the structure is removed, or damaged or destroyed by more than 50 percent of the market value of the structure before such damage or destruction, it may be reconstructed or replaced, provided that a permit is obtained within one year of the date of said removal, damage or destruction, and that such reconstruction or replacement is in compliance with the water setback requirement to the greatest practical extent as determined by the code enforcement director. In no case shall a structure be reconstructed or replaced so as to increase its nonconformity.

- (2) In determining whether the building enlargement, reconstruction or replacement meets the setback requirements, as outlined under article XII, subsection 2(d)(1), to the greatest practical extent, the following criteria shall be considered:
- a. The size of the lot;
 - b. The slope of the land;
 - c. The potential for soil erosion;
 - d. The location of other structures on the property and on adjacent properties;
 - e. The location of the septic system, and other on-site soils suitable for septic systems; and
 - f. The type and amount of vegetation to be removed in order to accomplish the enlargement, reconstruction or replacement.

Notwithstanding Article VI, Section 2, Article XII, Section 17(d) and the above sections, a nonconforming structure limited to a single-family detached dwelling, two-family dwelling, or three-unit multifamily dwelling damaged or destroyed by fire, flood, lightning, wind, structural failure or other cause to an extent of 80 percent or more of the market value of the structure at the time of such damage or destruction may be reconstructed as it existed. Any reconstruction of a nonconforming single-family detached dwelling, two-family dwelling, or three-unit multifamily dwelling shall be the same size or less than the previous structure. Any reconstruction permitted by this subsection shall begin within one year and completed within two years of the date of such damage or destruction. The board of appeals may extend the period for reconstruction upon a showing that work could not begin or be completed for reasons outside the control of the owner. The request to the board must be filed before the expiration of the applicable time and not more than a one year extension shall be granted.

Sec. 4. Nonconforming uses.

- (f) *Replacement of nonconforming use.* A nonconforming use which is damaged or destroyed by fire, flood, lightning, wind, structural failure or other cause to an extent less

than 80 percent of the market value of the structure at the time of such damage or destruction may be reconstructed as it existed; but if the damage equals or exceeds 80 percent of the market value, it may be reconstructed, upon the receipt of development approval and a building permit, only in full conformance with the space and bulk regulations of the district in which it is located. Any reconstruction of a nonconforming use shall be the same size or less than the previous structure, and the intensity of use shall not be increased. Any reconstruction permitted by this subsection shall ~~be begun~~ begin within one year and completed within two years of the date of such damage or destruction. The board of appeals may extend the period for reconstruction upon a showing that work could not begin or be completed for reasons outside the control of the owner. The request to the board must be filed before the expiration of the applicable time and not more than a one year extension shall be granted.

Notwithstanding Article VI, Section 2, Article XII, Section 17(d) and the above section, a nonconforming use limited to a single-family detached dwelling, two-family dwelling or three-unit multifamily dwelling damaged or destroyed by fire, flood, lightning, wind, structural failure or other cause to an extent of 80 percent or more of the market value of the structure at the time of such damage or destruction may be reconstructed as it existed. Any reconstruction of a nonconforming single-family detached dwelling, two-family dwelling, or three-unit multifamily dwelling shall be the same size or less than the previous structure, and the intensity of use shall not be increased. Any reconstruction permitted by this subsection shall be begun within one year and completed within two years of the date of such damage or destruction. The board of appeals may extend the period for reconstruction, upon a showing that work could not begin or be completed for reasons outside the control of the owner. The request to the board must be filed before the expiration of the applicable time and not more than a one year extension shall be granted.

REASONS FOR PROPOSED AMENDMENTS

The purpose for these amendments is to allow for the division of lots that contain three or more principal structures in residential use constructed prior to the enactment of State Subdivision Law (i.e. September 23, 1971) limited to single-family detached dwellings, two-family dwellings, and three-unit multifamily dwellings. Currently, it is not possible to divide a number of such lots given use, space and bulk and parking standards. These amendments will permit the creation of lots that would not otherwise comply with space and bulk standards and where the principal residential structures would not otherwise satisfy space and bulk standards and/or parking requirements. These provisions primarily address the plight of a number of individual owners of single-family detached dwellings, two-family dwellings and three-unit multifamily dwellings situated on leased land whereby conventional financing is not available for either the purchase or maintenance of such real estate. These standards will in part serve to improve real estate in a number of locations throughout the City and will help address neighborhood deterioration. In addition, these provisions provide for a relaxation of existing standards that provide for the replacement of such principal residential structures that will be situated on nonconforming lots, nonconforming uses and uses that do not comply with parking provisions.

CONFORMANCE WITH COMPREHENSIVE PLAN

The City Council hereby determines that the changes to the Zoning and Land Use Code are in conformance with the Comprehensive Plan for the following reasons:

1. Enhance the image of Lewiston and its proud heritage by improving the gateways to the City, enhancing the visual quality of the riverfront and the canal system, and fostering the continued conversion of vacant space to productive reuses that will contribute to the revitalization of the entire Downtown and City (Historic Preservation, Goals, #3).
2. Encourage and promote safe, affordable, decent housing opportunities for all Lewiston citizens (Housing, Goals, #1).
3. Continue to allow a wide range of housing types in the Zoning and Land Use Code, and explore the need and feasibility of expanding the opportunity for the creation of single and two-family homes, multi-family housing, mixed-use housing, and mobile homes through code amendments and rezoning's (Housing, Policy 1, Strategy H1).
4. Continue to update the City Ordinances to better plan for growth and incorporate incentives for development which achieve important community goals including the prevention of "sprawl" (Long Range Planning, Policy 3).
5. Encourage and promote affordable, decent housing opportunities for all Lewiston citizens and continue to allow a diverse range of housing types in the community (Long Range Planning, Policy 5).

LEWISTON CITY COUNCIL
MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 9

SUBJECT:

Public Hearing & Final Passage for Land Use Code Amendments regarding dormitories as a permitted use in the Highway Business District .

INFORMATION:

The Planning Board voted 5-1 at their June 22, 2015 meeting to recommend that the Council amend the Land Use Code regarding dormitories. This amendment would allow dormitories affiliated with an educational institution or a sports organization as a permitted use in the Highway Business District. Please see the attached memorandum from City Planner David Hediger for additional information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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That the proposed amendment to Appendix A, Article II. "Definitions" and Article XI "District Regulations", of the City Zoning and Land Use Code, concerning dormitories affiliated with an educational institution or a sports organization, receive final passage by a roll call vote.

AN ORDINANCE PERTAINING TO PERMITTED USES
IN THE HIGHWAY BUSINESS DISTRICT AND DEFINITIONS

Appendix A of the Code of Ordinances of the City of Lewiston, Maine, is hereby amended as follows:

APPENDIX A
ZONING AND LAND USE CODE
ARTICLE II. DEFINITIONS

Sec. 2 Definitions

Article II, Definitions, is hereby amended by adding the following definition for "dormitories": "A residence hall providing sleeping rooms, bathrooms, study and recreation rooms and a common kitchen for individuals or for groups affiliated with an educational institution or a sports organization by contract or otherwise owned and operated by a sponsoring institution with full-time live-in resident supervisor assistant to provide support services and oversight of occupants."

APPENDIX A
ZONING AND LAND USE CODE
ARTICLE XI. DISTRICT REGULATIONS

Sec. 22 (c) Land Use Table

The Land Use Table, adopted pursuant to this Section, is hereby amended by to permit "dormitories" as a permitted use in the Highway Business (HB) zoning district.

June 10, 2015

David Hediger
City Planner/Deputy Director Planning and Code Enforcement
City of Lewiston
27 Pine Street
Lewiston, ME 04240-7201

Re: Dormitories in the HB District

Dear Mr. Hediger:

Lionel and Dianne Rodrigue have submitted a petition to amend the Lewiston Zoning and Land Use Code to allow dormitories as a permitted use in the Highway Business District and create a definition for dormitories. Dormitories are now allowed in a wide variety of zoning districts, including the Highway Business District, as accessory uses to academic institutions. The proposed amendments would allow dormitories as a principal use in the HB District if they satisfy the additional restrictions presented in the proposed definition. These restrictions require dormitories to be affiliated with an educational institution or a sports organization by contract or otherwise owned and operated by a sponsoring institution and to maintain a full-time live-in resident supervisor assistant to provide support services and oversight of occupants.

It is well known within the community that the Lewiston-Auburn Fighting Spirit Hockey Team will begin play in the North American 3 Eastern Hockey League (NA3EHL) this year. The league requires that the team provide living quarters for its players, who generally range in age from 18 to 21, and this can best be accomplished with a dormitory. One of the main purposes of the league is to provide an opportunity for high school graduates to further develop their hockey skills in a competitive situation, thereby improving their chances for obtaining a Division 1 or 2 college scholarship. In addition, many players will also be taking classes at one of the local colleges in order to improve their academic records. The players will be living and working closely with their coaches, who will assume the live-in supervisor role referred to in the proposed definition.

We have reviewed the draft Comprehensive Plan and there is nothing in the document that contradicts the proposed amendments. I will attend the Planning Board's meeting on June 22, 2015 to answer any questions the Board or staff may have.

Best Regards,



Robert F. Faunce



City of Lewiston
Planning & Code Enforcement
Gil Arsenault, Director
MEMORANDUM



To: City Clerk's Office
City Council Members
Mayor Robert E. Macdonald

From: David Hediger

Date: June 23, 2015

Subject: Planning Board Action

The Planning Board took the following action at their meeting held on June 22, 2015 regarding an amendment to the Zoning and Land Use Code.

The following motion was made:

MOTION: by **Michael Marcotte** pursuant to Article VII, Section 4 and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation for the City Council's consideration an amendment to the Zoning and Land Use Code submitted by Robert Faunce on behalf of Lionel and Dianne Rodrigue to amend Article II. Definitions and Article XI. District Regulations to allow dormitories affiliated with an educational institution or a sports organization as a permitted use in the Highway Business (HB) district. Second by **Paul Madore**.

VOTED: **5-1 (Passed)**
Bruce Damon Opposed

c: Ed Barrett, City Administrator
Planning Board Members

The City of Lewiston is an EOE. For more information, please visit our website at www.lewistonmaine.gov and click on the Non-Discrimination Policy.



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Mayor and City Council
FROM: David Hediger, City Planner
DATE: June 24, 2015
RE: Request to amend zoning and land use code for dormitories

Robert Faunce, on behalf of Lionel and Dianne Rodrigue, has submitted a petition pursuant to Article XVII, Section 5 of the Zoning and Land Use Code to amend the zoning and land use code to allow dormitories affiliated with an educational institution or a sports organization as a permitted use in the Highway Business (HB) district. This amendment will assist the petitioner in providing living quarters for the Lewiston-Auburn Fighting Spirit minor league hockey team on the second floor of an existing commercial building at 25 Westminster Street.

Dormitories are currently allowed as either a permitted or conditional use in 13 zoning districts including the HB district; however, they must be associated and accessory to an academic use on the same property. If an academic institution wants to operate a dormitory off campus with no other academic related uses, it is currently not allowed. The proposed amendment will permit dormitories as an individual permitted use limited to the HB district. This district currently permits similar uses like mixed use structures, hotels, motels and inns. It does not allow lodging houses.

The petitioner is specifically requesting the amendment to allow dormitories as an independent use to be limited to the HB district. Staff supports this request and believes the Planning Board and Council may want to consider a future amendment allowing dormitories in other zoning districts where similar uses are currently permitted (i.e. multifamily dwellings, hotels, motels inns in districts like the Riverfront, Mill, and Centreville).

The proposed amendment also adds the following definition for “dormitories” meaning:
“a residence hall providing sleeping rooms, bathrooms, study and recreation rooms and a common kitchen for individuals or for groups affiliated with an educational institution or a sports organization by contract or otherwise owned and operated by a sponsoring institution with full-time live-in resident supervisor assistant to provide support services and oversight of occupants.”

Staff worked with the petitioner in drafting the definition in effort to make a clear distinction that a dormitory cannot be operated as lodging house, that the dormitory must be affiliated with an educational institution or a sports organization (this prohibits a developer from operating a dormitory independently with no affiliation or contract), and that a full-time live-in resident supervisor assistant must be on-site to provide support services and oversight of occupants (a clear distinction from that of lodging house).

On June 22, 2015 the Planning Board voted 5-1 to send a favorable recommendation to the Council to amend the Zoning and Land Use Code as proposed. The single dissenting vote was concerned that dormitories may create an adverse impact on abutting property owners, that enforcement will be problematic, and suggested regulating as a conditional use rather than a permitted use.

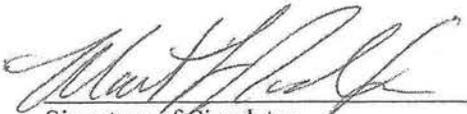
PETITION TO AMEND THE CITY OF LEWISTON
ZONING AND LAND USE CODE

Pursuant to Appendix A, Article XVII, Section 5, Amendments, of the City of Lewiston Zoning and Land Use Code, we the undersigned residents of the City of Lewiston, being eighteen (18) year of age or older, do hereby petition the City of Lewiston to amend the Land Use Table in Article XI to permit "dormitories" as a permitted use in the Highway Business (HB) zoning district and amend Article II, Definitions, to add the following definition for "dormitories": "A residence hall providing sleeping rooms, bathrooms, study and recreation rooms and a common kitchen for individuals or for groups affiliated with an educational institution or a sports organization by contract or otherwise owned and operated by a sponsoring institution with full-time live-in resident supervisor assistant to provide support services and oversight of occupants".

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1		Wanda Doucette	14 Furbusht ST Lew	6/8/15
2		Lucille Fortin	176 Lisbon ST Lew	6/8/15
3		Nancy Sutton	48 RANDALL RD ^{NEW}	6-8-15
4		Bernadette Edwards	39 Randall	6-8-15
5		DAVID A. GAGNON	8 RESERVOIR AV	6/8/15
6		James R. Mercier	16 Orchard Cir	6/8/15
7		Mike Cain	17 Richard Ave.	6/8/15
8		Matthew Flaherty	350 Randall RD ^{3rd 4} Apt 7	6/8/15
9		Michael Moran	426 Lewiston St	6/8
10		George Simoes	115 Wellman St.	6/8/15
11		Margaret C. Vachon	10 Linda Circle	6/8/15
12		Rachelle Williams	1102 Webster Ave	6/8/15
13		Cindy Foss	52 Cottage St	6/8/15
14		Jennifer Benube	17 Webster St.	6/8/15
15		Louise McClure	25 McKinley Dr	6-8-15
16		Matt McCarthy	8 Lowell Ct.	6-8-15
17		Robert Blais	81 HAS Hill	6-8-15
18		MIKE McCLURE	25 mc Kinley Dr	6/8/15
19		Beckyl L. Michaud	15 Hall St. 2nd Flr	6/8/15
20		Kaila McCracken	3 Dion St.	6/8/15

CIRCULATOR=S VERIFICATION

I hereby verify that I am the Circulator of this petition that all the signatures to this petition were made in my presence, and to the best of my knowledge and belief, each signature is that of the person it purports to be, and each person is a resident of the City of Lewiston.


Signature of Circulator

Mark L. Rodriguez
Printed Name of Circulator

6/9/15
Date

REGISTRAR=S CERTIFICATION

I hereby certify and verify that the names of all of the petitioners listed as valid appear on the voting list as registered voters in the City of Lewiston.

Total Valid: 13 Total Invalid: 7


Signature of Registrar/Deputy Registrar

Date: 6-10-15

AN ORDINANCE PERTAINING TO PERMITTED USES
IN THE HIGHWAY BUSINESS DISTRICT AND DEFINITIONS

Appendix A of the Code of Ordinances of the City of Lewiston, Maine, is hereby amended as follows:

APPENDIX A
ZONING AND LAND USE CODE
ARTICLE II. DEFINITIONS

Sec. 2 Definitions

Article II, Definitions, is hereby amended by adding the following definition for "dormitories": "A residence hall providing sleeping rooms, bathrooms, study and recreation rooms and a common kitchen for individuals or for groups affiliated with an educational institution or a sports organization by contract or otherwise owned and operated by a sponsoring institution with full-time live-in resident supervisor assistant to provide support services and oversight of occupants."

APPENDIX A
ZONING AND LAND USE CODE
ARTICLE XI. DISTRICT REGULATIONS

Sec. 22 (c) Land Use Table

The Land Use Table, adopted pursuant to this Section, is hereby amended by to permit "dormitories" as a permitted use in the Highway Business (HB) zoning district.

REASONS FOR THE PROPOSED AMENDMENTS

The reason for the proposed amendment is that the Lewiston-Auburn Fighting Spirit Hockey Team, which will begin play in the North American 3 Eastern Hockey League (NA3EHL), needs to provide adequate living quarters for its players, who generally range in age from 18 to 21. Such living arrangements are most often found in dormitories. While the Lewiston Zoning and Land Use Code allows dormitories in a wide range of zoning districts, including the Highway Business District, they must be associated with a principal academic use. The proposed amendments would revise the list of permitted uses in the Highway Business District by including dormitories as a permitted use and add a definition for dormitories to the definition section. The practical effect of this

amendment would be to allow the addition of a dormitory for the hockey team to the second floor of an existing commercial building at 25 Westminster Street.

The proponents request that the Land Use Table be amended by adding dormitories as a permitted principal use in the Highway Business (HB) zoning district and that the following definition for "dormitories" be added to Article II: "A residence hall providing sleeping rooms, bathrooms, study and recreation rooms and a common kitchen for individuals or for groups affiliated with an educational institution or a sports organization by contract or otherwise owned and operated by a sponsoring institution with full-time live-in resident supervisor assistant to provide support services and oversight of occupants."

CONFORMANCE WITH THE COMPREHENSIVE PLAN

1. Continue to allow a wide range of housing types in the Zoning ordinance (Long Range Planning 5.A)
2. Explore areas of the city where non-traditional housing, including in-law apartments, two-families and mobile homes, may be appropriate and make appropriate changes to the Zoning Ordinance (Long Range Planning 5.C)
3. Continue to coordinate with private recreation organizations to provide recreational opportunities for local residents (Recreation B.7)

In compliance with the provisions of the Code, Article XVII, Section 5 (g), the proponents hereby propose the following amendment:

- (a) Allowed uses of the property shall include those uses which are presently permitted and conditional in the Highway Business (HB) District and the following uses: "Dormitories" ... as listed below and subject to the conditions contained herein.

Land Use Table	Highway Business (HB)
USES(15)(33)	
Accessory use or structure	P
Commercial-Service	
Veterinary facilities excluding kennels and humane societies	P

Veterinary facilities including kennels and humane societies	
Small day care facilities	P
Day care centers	P
Day care centers accessory to public schools, religious facilities, multifamily or mixed res. developments, and mobile home parks	
Business and professional offices including research, experimental, testing laboratories, engineering, research, management and related services	P
Restaurants	P(26)
Drinking places	C
Adult business establishments	
Hotels, motels, inns	P
Movie theaters except drive-in theaters	P
Places of indoor assembly, amusement or culture	P
Art and crafts studios	P
Personal Services	P
Retail stores	P
Neighborhood retail stores	
Lumber and building materials dealer	P
Gasoline service stations	P
Gasoline service stations which are a part of and subordinate to a retail use	P
New and used car dealers	P
Recreational vehicle, mobile home dealers	P
Equipment dealers and equipment repair	C
Automotive services including repair	P
Registered dispensary(27)	C
Registered primary caregivers engaged in the cultivations of medical marijuana for two to five registered patients.	P
Tattoo Establishments	C
Industrial	
Light industrial uses	P(9)
Industrial uses	
Building and construction contractors	P(6)
Fuel oil dealers and related facilities	
Wholesale sales, warehousing and distribution facilities and self-storage	P

facilities	
Self storage facilities	
Commercial solid waste disposal facilities	
Junkyards and auto graveyards	
Recycling and reprocessing facilities	
Private industrial/commercial developments(23)	P
Transportation	
Airports or heliports	
Commercial parking facilities	P
Transit and ground transportation facilities	
Transportation facilities	P
Public and Utility	
Pumping stations, standpipes or other water supply uses involving facilities located on or above the ground surface and towers for municipal use	P
Power transmission lines, substations, telephone exchanges, microwave towers or other public utility or communications use	C
Municipal buildings and facilities	P
Preservation of historic areas; emergency and fire protection activities; bridges and public roadways	
Dams	
Institutional	
Religious facilities	P
Cemeteries	
Congregate care/assisted living facilities, institutions for the handicapped, nursing or convalescent homes, group care facilities	P
Hospitals, medical clinics,	P
Museums, libraries, and non-profit art galleries and theaters	

Academic institutions, including buildings or structures for classroom, administrative, laboratory, dormitories, art, theater, dining services, library, bookstores, athletic facilities and student recreational uses, together with buildings accessory to the foregoing permitted principal buildings or structures,	P
Civic and social organizations	
Public community meeting and civic function buildings including auditoriums	
Residential(8)	
Single-family detached dwellings on individual residential lots	
Mobile homes on individual residential lots	
Two-family dwellings	P(14)
Multifamily dwellings in accordance with the standards of Article XIII	
Single-Family attached dwelling in accordance with the standards of Article XIII	
Mixed single-family residential developments in accordance with the standards of Article XIII	
Mixed residential developments in accordance with the standards of Article XIII	
Mixed use structures	P
Lodging houses	
Home occupations	
Bed and breakfast establishments as a home occupation	P
In-law apartments in accordance with the standards of Article XII	
Single family cluster development	
Family day care home	P
Shelters	
Dormitories	P
Natural Resource	
Agriculture	
Farm Stands	

Forest management and timber harvesting activities in accordance with the standards of Article XIII	P
Earth material removal	
Community gardens(20)	P
Water dependent uses, e.g. docks and marinas	
Non-residential structures for educational, scientific or nature interpretation purposes, containing a maximum floor area of not more than ten thousand (10,000) square feet	
Recreation	
Campgrounds	
Public or private facilities for nonintensive outdoor recreation	
Commercial outdoor recreation and drive-in theaters	C
Fitness and recreational sports centers as listed under NAICS Code 713940	

Lionel G. Rodrigue
Lionel G. Rodrigue, Proponent

Dianne Rodrigue
Dianne Rodrigue

On June 9, 2015, personally appeared the above named Lionel G. Rodrigue and Dianne Rodrigue and acknowledged the foregoing to be of their free act and deed.

Paul R. Monroe
Notary Public Attorney at Law
Commission Expires:

LEWISTON CITY COUNCIL
MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 10

SUBJECT:

Public Hearing & First Passage for Land Use Code Amendments regarding child care facility standards and parking.

INFORMATION:

This amendment was originated at the request of a business owner and the Council held a workshop on this topic previously. The Planning Board will be reviewing this issue at their meeting on Monday, July 13 and their recommendation will be available for the Council meeting. Attached is a memorandum from City Planner David Hediger outlining the issues of this requested change.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.



REQUESTED ACTION:

1	2	3	4	5	6	7	M
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That the proposed amendments to Appendix A, Article XII "Performance Standards", Section 20 "Child care facility standards" of the City Zoning and Land Use Code, receive first passage by a roll call vote and the public hearing on said ordinance be continued to the next regularly scheduled City Council meeting.

AN ORDINANCE PERTAINING TO CHILD CARE FACILITY PARKING

THE CITY OF LEWISTON HEREBY ORDAINS:

Appendix A of the Code of Ordinances of the City of Lewiston, Maine, is hereby amended as follows:

APPENDIX A
ZONING AND LAND USE CODE
ARTICLE XII. PERFORMANCE STANDARDS

Sec. 20. Child care facility standards.

The following standards shall apply to the establishment and operation of all child care facilities in the City of Lewiston in addition to any Maine Department of Human Services licensing requirements.

(b) *Standards for establishing a child care facility.* The code enforcement official shall grant all necessary permits for the establishment of a child care facility provided that the following standards for operating a child care facility have been met:

(3) *Off-street parking/drop-off and pick-up areas.* All proposed child care facilities shall provide adequate off-street parking for all full and/or part time employees.

i. For family day care homes, parking spaces may be arranged in a stacked manner, no more than two vehicles deep, where one vehicle is parked behind the other as long as the maneuvering on-site is safe and convenient. For small day care facilities and day care centers, ~~parking spaces shall not be arranged in a stacked manner~~ only staff parking may be arranged in a stacked manner where one vehicle is parked behind the other as long as the maneuvering on-site is safe and convenient. The required front, side and rear yards for the zoning district in which the child care facility is proposed must be maintained, unless modified pursuant to article IX. If the child care facility will operate with more than one shift, the number of parking stalls shall reflect the greatest number of employees in any one shift.

ii. The parking requirements for all child care facilities shall be as follows:
Family day care homes: In addition to the existing on-site parking required for the residential use, one additional on-site parking stall shall be required for each staff person.

Small day care facilities: One on-site parking stall for each staff person.

Day care centers: One on-site parking stall for each staff person.

iii. All proposed child care facilities shall also provide adequate drop-off and pick-up areas. These areas shall be safe and convenient, and shall not conflict with on-site pedestrian and vehicular movements. All drop-off and pick-up shall occur on-site unless otherwise permitted pursuant to Art XII, Sec 17 (e). ~~The following standards shall be used to determine the number of drop-off and pick-up areas required for each type of child care facility.~~

One parking space shall be provided for drop-off and pick-up purposes based on a ratio of one space per six children, ~~if staggered drop-off and pick-up times are implemented, or one space per three children if there are no staggered times.~~ However, ~~these~~ These spaces shall not be arranged in a stacked manner.

- iv. In the event that the code enforcement official determines that a proposed child care facility has less demand for drop-off, pick-up and parking due to interurban transit use, car and van pooling, bus service, foot traffic, etc. the above requirements may be reduced to reflect the anticipated demand. The code enforcement official may also reduce the above referenced parking requirements upon the applicant submitting a report from a licensed traffic engineer demonstrating the parking demand based on a comparison to at least three other comparable sized child care facilities, including, but not limited to the number of children attending the facility; the number of children licensed for the facility; location of the facility, etc. This report may be subject to a peer review conducted by the City at the applicant's cost.
- v. Notwithstanding the above, there are no parking requirements for drop-off, pick-up and staff parking for family day care homes located on streets other than those identified in the above subsection.
- vi. Off-street parking for childcare facilities must meet the *Off-street parking and loading* provisions contained in Article XII, Section 17 (e), (f), and (g)(1-4) of the Zoning and Land Use Code.

REASONS FOR THE PROPOSED AMENDMENT

The parking provisions for child care facilities are subject to specific requirements separate from most other regulated uses referenced in the Zoning and Land Use Code. This is in part to ensure that all child care facilities operate in a safe and convenient manner, minimizing the potential impact these facilities may have upon the value and quiet possession of surrounding properties; while maintaining the general health, safety and welfare of the city. However, the additional flexibility provided in the *Off-street parking and loading* provisions contained in Article XII, Section 17 and construction specifications are not available or referenced for consideration by child care facilities as regulated by Article XII, Section 20.

The proposed amendment to Article XII, Section 20 provides additional flexibility and options limited to child care facilities for meeting off-street parking requirements. The amendment allows for stacked parking of staff; clarifies the parking ratio of spaces to children required; allows staff to reduce the number of spaces otherwise required upon submittal of a report from a licensed traffic engineer demonstrating the parking demand based on a comparison to at least three other comparable sized child care facilities; provides the option of parking being provided off-site; and, references specific code requirements for the design and construction of parking facilities.

7/2/15

CONFORMANCE WITH COMPREHENSIVE PLAN

1. Review permitting and licensing policies and practices to see where they can be streamlined in order to better service the development community (Economy, Policy #1, Strategy C, p. 38).
2. Provide incentives for adaptive reuse of building or infill construction (Long Range Planning Policy #3, Strategy A, page 133).
3. Modify the Zoning and Land Use Code to allow more staff review of projects to stream line the permitting process (Long Range Planning Policy #3, Strategy E, page 133)



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: City Council
FROM: David Hediger, City Planner
DATE: July 2, 2015
RE: Proposed zoning and land use amendment: parking for child care facilities

As the Council is aware, a day care center provider recently contacted staff and the Council regarding the City's code requirements for off-street parking at childcare facilities. The matter was discussed on June 9, 2015 with the City Council, which instructed staff to prepare an amendment to the parking requirements limited to childcare facilities.

The parking provisions for child care facilities are subject to specific requirements separate from most other regulated uses referenced in the Zoning and Land Use Code. This is in part to ensure that all child care facilities operate in a safe and convenient manner, minimizing the potential impact these facilities may have upon the value and quiet possession of surrounding properties while maintaining the general health, safety and welfare of the city. However, the additional flexibility provided in the *Off-street parking and loading* provisions contained in Article XII, Section 17 and construction specifications are not available or referenced for consideration by child care facilities as regulated by Article XII, Section 20.

Staff generally agrees that Lewiston's parking provisions should provide greater flexibility for businesses and property owners. However, the parking provisions of Article XII, Section 17 are not applicable for daycare facilities and present their own challenges for property owners and developers. In an effort to limit the scope and potential impact while providing more flexibility within the Zoning and Land Use Code, the proposed amendment is limited to child care facilities as per Article XII, Section 20. The proposed amendment provides additional flexibility and options limited to child care facilities for meeting off-street parking requirements. The amendment allows for stacked parking of staff; clarifies the parking ratio of spaces to children required; allows city staff to reduce the number of spaces otherwise required upon submittal of a report from a licensed traffic engineer demonstrating the parking demand based on a comparison to at least three other comparably sized child care facilities; provides the option of parking being provided off-site; and references specific code requirements for the design and construction of parking facilities.

Staff will be available at the meeting to discuss this item.

LEWISTON CITY COUNCIL

MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 11

SUBJECT:

Condemnation Hearing for the building located at 229 Lincoln Street.

INFORMATION:

The City has begun the process for condemnation of the property at 229 Lincoln Street under the dangerous building classification. This property has been abandoned by the owner and upon inspection of city staff has been determined to be an unsafe structure.

The agenda background material pertains to the condition of this property. The City Attorney will be present on Tuesday evening to assist the City Council with the condemnation hearing and to advise accordingly.

PLEASE NOTE - The background material for this agenda item is included in a separate binder that was distributed with the meeting agenda binder.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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1) To conduct a hearing to determine if the building located at 229 Lincoln Street has met the dangerous building statutes as defined in Title 17, sec. 2851 et all.

If it is determined that the building does meet the dangerous building criteria, then the Council is asked :

2) With regard to the property at 229 Lincoln Street, to adopt the Findings of Fact, Conclusions of Law and Order of Demolition proposed by the City Planning and Code Enforcement Department, which Order establishes the corrective action to be taken by the property owner and the time frame for taking such action, and which authorizes the City Administrator to take such corrective action if the property owner fails to do so, and to recoup the City's costs through a special tax or collective action.

MEMORANDUM

To: Mayor McDonald; Lewiston City Council
From: Gildace Arsenault, Director, Lewiston Planning Department
Date: July 14, 2015
RE: Dangerous Building Hearing for 229 Lincoln Street

Dear Mayor and City Council,

At the Council meeting on July 14, 2015, the Planning Department will be presenting evidence as to why 229 Lincoln Street is a dangerous building within the meaning of 17 M.R.S. § 2851. We will be requesting that the Council find that this property is a dangerous building and order that it be demolished.

To assist your decision I have included the following materials:

- The Notice of Hearing and proof of service on the owners and any party in interest;
- Previous correspondence, notices, and citations to the owner; and
- Photographs depicting the dilapidation at the property.

At the meeting, the Planning Department will present this evidence as well as testimony showing why this property is dangerous and should be demolished. I will also prepare for the Council proposed findings of fact, conclusions of law, and proposed order of demolition.

THOMAS MAYNARD
City of Lewiston
Code Enforcement Officer

RESPONSIBILITIES

Responsible for implementing and enforcing City of Lewiston land use, zoning, and building codes.

MAINE STATE CERTIFICATIONS

Internal Plumbing

Subsurface Wastewater Disposal

Zoning Officer

Shoreland Zoning

Land Use Planning

Building Standards (Residential Building, Commercial Building, Residential Energy, Commercial Energy, Residential Indoor Ventilation, Commercial Indoor Ventilation, Residential Radon)

Legal Issues

EXPERIENCE

Home Building

NV Ryan Homes, Maryland (1985-1988)

Production supervisor

Thunderlion, Maryland (1994-1997)

Production superintendent

Governmental

Montgomery County, Maryland (1988-1994)

I & 2 family building and electrical inspector

Scarborough, Maine (1997-2001)

Code enforcement officer, building inspector, electrical inspector, plumbing inspector

Washington County, Maryland (2001-2004)

1 & 2 family building and electrical inspector

Lewiston, Maine (2004-present)

Code enforcement officer, constable, housing inspector, building inspector, internal and external plumbing inspector, shoreland zoning officer, land use compliance officer

LEWISTON CITY COUNCIL MEETING
JULY 14, 2015
DANGEROUS BUILDINGS HEARING
229 LINCOLN STREET
CITY OF LEWISTON PLANNING DEPARTMENT EXHIBITS

**NOTICE OF HEARING
CERTIFICATES OF SERVICE**

NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Jeff Higgins
1248 Sabattus Street
Lewiston, Maine 04240

Maine Revenue Services
51 Commerce Drive
Augusta, Maine 04330

Ste. Croix Regional FCU
c/o Vicki Stuart
Central Maine FCU
1000 Lisbon Street
Lewiston, Maine 04240

Franklin Property Trust, LLC
c/o Ronald Bissonnette, Esq.
Isaacson & Raymond
75 Park Street
Lewiston, Maine 04240

Northern Utilities, Inc.
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Redlon & Johnson
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Chris Lemieux
232 Lincoln Street, Apt. 2
Lewiston, Maine 04240

Heidi Lemieux
27 Davis Street, 1st Floor
Auburn, ME 04210

229 LINCOLN STREET, LEWISTON, MAINE

You are hereby notified that the City Council of the City of Lewiston, Maine will hold a hearing on:

July 14, 2015
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

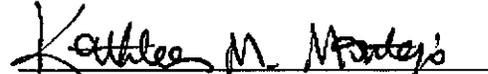
This hearing is to determine whether the residential structure at 229 Lincoln Street, Lewiston, Maine, located on Lot 126 on Tax Map 208, and depicted on the attached Exhibit A, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, demolition and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorneys' fees and costs, by means of a special tax or civil action.



This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

Dated: June 12, 2015


Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.


Notary Public, ~~Attorney at Law~~

Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept. 11, 2018

Return
A

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

NOTICE OF HEARING
229 LINCOLN STREET
Pursuant to 17 M.R.S. §§ 2851, et seq.

On 6-22, 2015 (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving a copy of same to Jeff Higgins, at the following address:

Jeff Higgins
1248 Sabattus Street
Lewiston, ME 04240

Costs of Service:

Service:	\$	<u>2100</u>
Travel:	\$	<u>160</u>
Postage:	\$	<u>100</u>
Other: CP	\$	<u>200</u>
TOTAL:	\$	<u>2560</u>

[Signature]
Signature

Androscoggin SO
Agency



NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Jeff Higgins
1248 Sabattus Street
Lewiston, Maine 04240

Maine Revenue Services
51 Commerce Drive
Augusta, Maine 04330

Ste. Croix Regional FCU
c/o Vicki Stuart
Central Maine FCU
1000 Lisbon Street
Lewiston, Maine 04240

Franklin Property Trust, LLC
c/o Ronald Bissonnette, Esq.
Isaacson & Raymond
75 Park Street
Lewiston, Maine 04240

Northern Utilities, Inc.
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Redlon & Johnson
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Chris Lemieux
232 Lincoln Street, Apt. 2
Lewiston, Maine 04240

Heidi Lemieux
27 Davis Street, 1st Floor
Auburn, ME 04210

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July 14, 2015
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

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If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, demolition and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorneys' fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

Dated: June 12, 2015

Kathleen M. Montejo
Kathleen M. Montejo, City Clerk

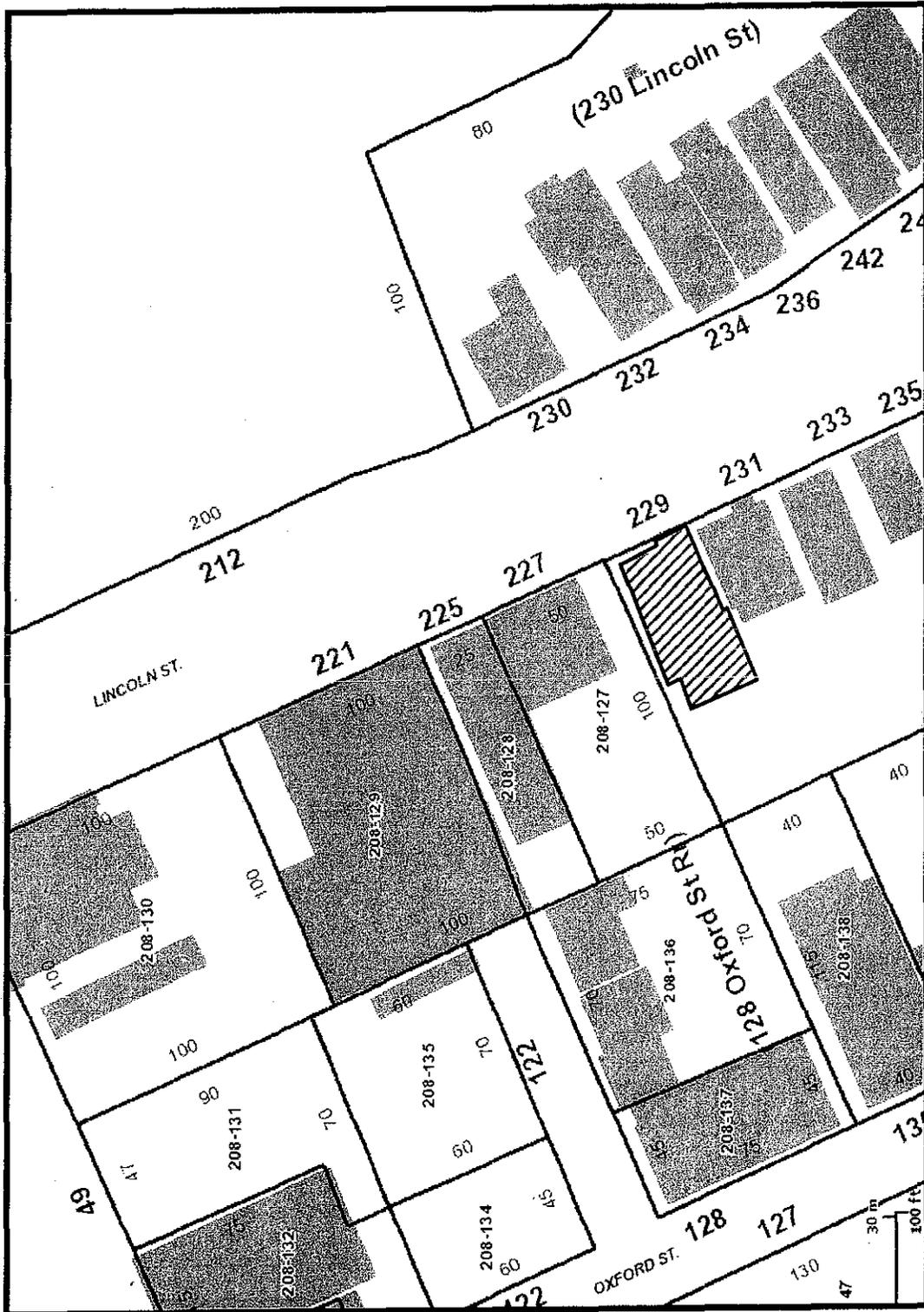
STATE OF MAINE
ANDROSCOGGIN, ss

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Kelly J. Brooks
Notary Public / Attorney at Law

Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept 11, 2018

229 Lincoln Street



B

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

NOTICE OF HEARING
229 LINCOLN STREET
Pursuant to 17 M.R.S. §§ 2851, et seq.

On 6-22, 2015 (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving a copy of same to Chris Lemieux, at the following address:

Chris Lemieux
232 Lincoln Street
Lewiston, ME 04240

Costs of Service:

Service:	\$	<u>2100</u>
Travel:	\$	<u>160</u>
Postage:	\$	<u>100</u>
Other: <i>cp</i>	\$	<u>200</u>
TOTAL:	\$	<u>2560</u>

J. [Signature]
Signature

Androsquin SO
Agency



NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Jeff Higgins
1248 Sabattus Street
Lewiston, Maine 04240

Maine Revenue Services
51 Commerce Drive
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This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

Dated: June 12, 2015

Kathleen M. Montejo
Kathleen M. Montejo, City Clerk

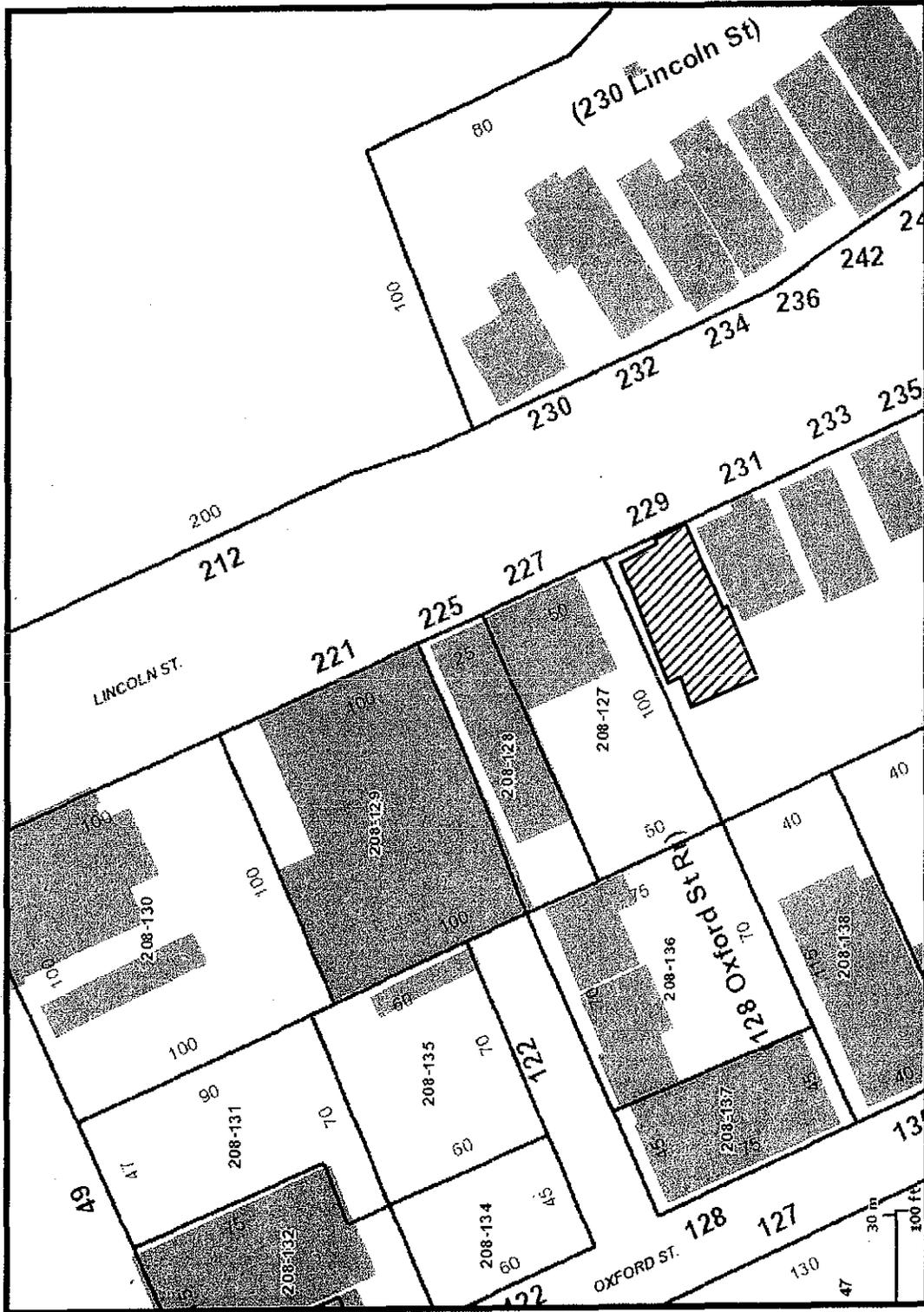
STATE OF MAINE
ANDROSCOGGIN, ss

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

Kelly J. Brooks
Notary Public / Attorney at Law

Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept 11, 2018

229 Lincoln Street



- Building

Return
C

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

NOTICE OF HEARING
229 LINCOLN STREET
Pursuant to 17 M.R.S. §§ 2851, et seq.

On 6-22, 2015 (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving a copy of same on Ste. Croix Regional FCU c/o Vicki Stuart, at the following address:

Ste. Croix Regional FCU
c/o Vicki Stuart
Central Main FCU
1000 Lisbon Street
Lewiston, ME 04240

Costs of Service:

Service:	\$	<u>2100</u>
Travel:	\$	<u>160</u>
Postage:	\$	<u>100</u>
Other: CP	\$	<u>200</u>
TOTAL:	\$	<u>2560</u>

[Signature]
Signature

Androscoagen SD
Agency



NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Jeff Higgins
1248 Sabattus Street
Lewiston, Maine 04240

Maine Revenue Services
51 Commerce Drive
Augusta, Maine 04330

Ste. Croix Regional FCU
c/o Vicki Stuart
Central Maine FCU
1000 Lisbon Street
Lewiston, Maine 04240

Franklin Property Trust, LLC
c/o Ronald Bissonnette, Esq.
Isaacson & Raymond
75 Park Street
Lewiston, Maine 04240

Northern Utilities, Inc.
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Redlon & Johnson
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Chris Lemieux
232 Lincoln Street, Apt. 2
Lewiston, Maine 04240

Heidi Lemieux
27 Davis Street, 1st Floor
Auburn, ME 04210

229 LINCOLN STREET, LEWISTON, MAINE

You are hereby notified that the City Council of the City of Lewiston, Maine will hold a hearing on:

July 14, 2015
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 229 Lincoln Street, Lewiston, Maine, located on Lot 126 on Tax Map 208, and depicted on the attached Exhibit A, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, demolition and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorneys' fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

Dated: June 12, 2015

Kathleen M. Montejo
Kathleen M. Montejo, City Clerk

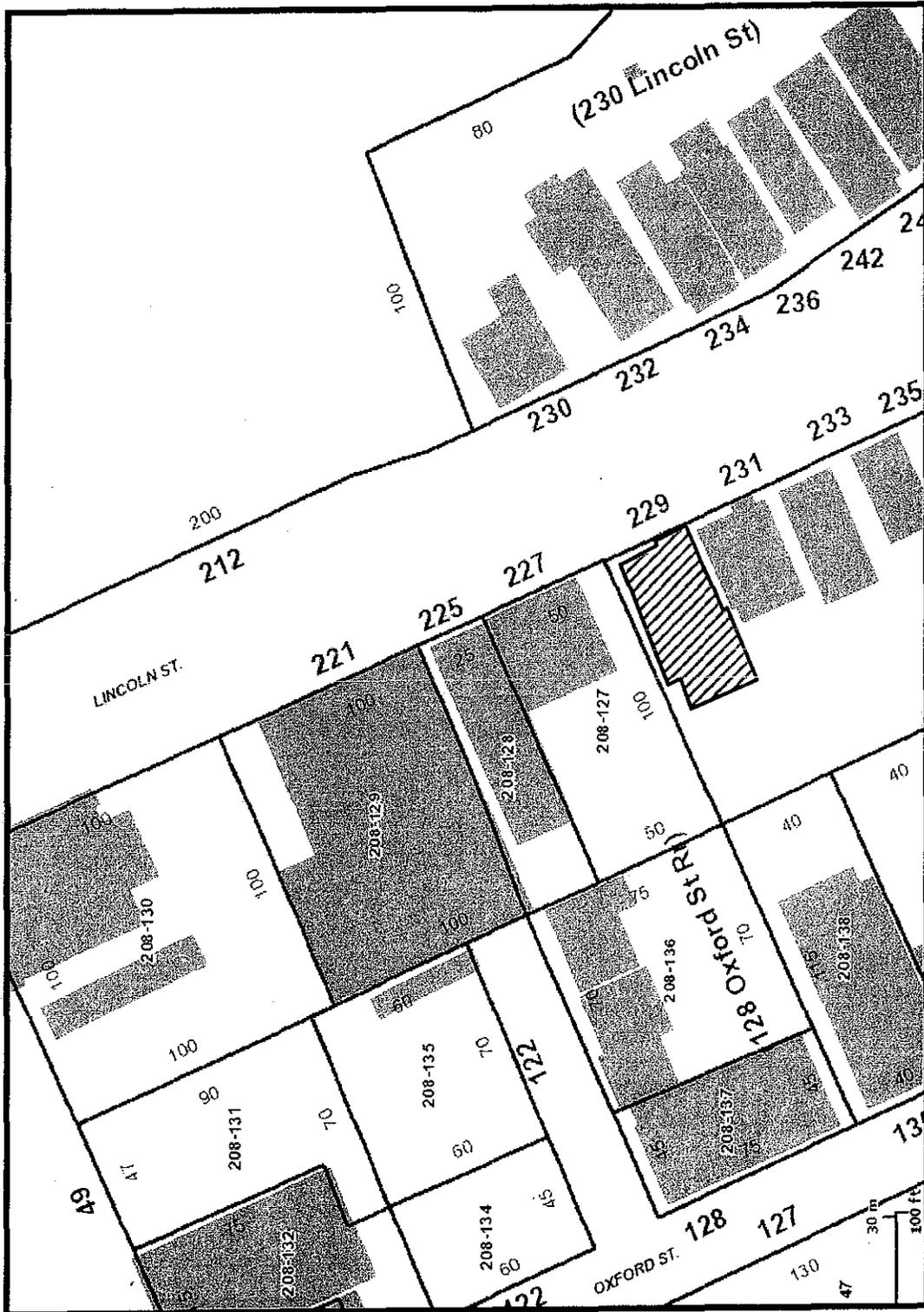
STATE OF MAINE
ANDROSCOGGIN, ss

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

Kelly J. Brooks
Notary Public / Attorney at Law

Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept 11, 2018

229 Lincoln Street



Return
D

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

NOTICE OF HEARING
229 LINCOLN STREET
Pursuant to 17 M.R.S. §§ 2851, et seq.

On 6-23, 2015 (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving a copy of same on Ronald Bissonnette, Esq., Agent for Franklin Property Trust, LLC, at the following address:

Franklin Property Trust, LLC
Ronald Bissonnette, Agent
Isaacson & Raymond
75 Park Street
Lewiston, ME 04240

Costs of Service:

Service:	\$	<u>2100</u>
Travel:	\$	<u>160</u>
Postage:	\$	<u>100</u>
Other: <i>CP</i>	\$	<u>200</u>
TOTAL:	\$	<u>2560</u>

[Handwritten Signature]

Signature

[Handwritten Agency Name]

Agency



NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Jeff Higgins
1248 Sabattus Street
Lewiston, Maine 04240

Maine Revenue Services
51 Commerce Drive
Augusta, Maine 04330

Ste. Croix Regional FCU
c/o Vicki Stuart
Central Maine FCU
1000 Lisbon Street
Lewiston, Maine 04240

Franklin Property Trust, LLC
c/o Ronald Bissonnette, Esq.
Isaacson & Raymond
75 Park Street
Lewiston, Maine 04240

Northern Utilities, Inc.
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Redlon & Johnson
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Chris Lemieux
232 Lincoln Street, Apt. 2
Lewiston, Maine 04240

Heidi Lemieux
27 Davis Street, 1st Floor
Auburn, ME 04210

229 LINCOLN STREET, LEWISTON, MAINE

You are hereby notified that the City Council of the City of Lewiston, Maine will hold a hearing on:

July 14, 2015
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 229 Lincoln Street, Lewiston, Maine, located on Lot 126 on Tax Map 208, and depicted on the attached Exhibit A, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, demolition and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorneys' fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

Dated: June 12, 2015

Kathleen M. Montejo
Kathleen M. Montejo, City Clerk

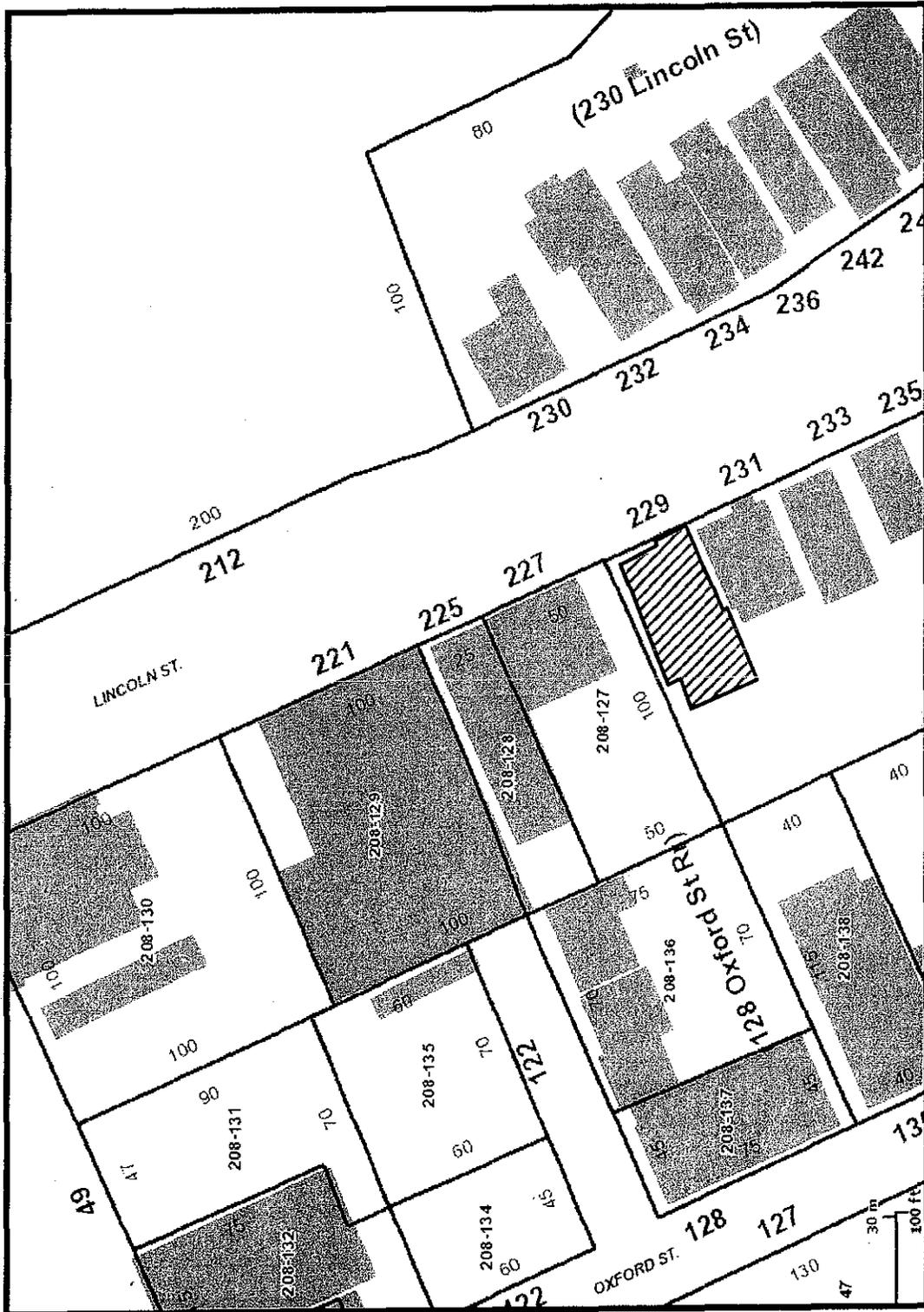
STATE OF MAINE
ANDROSCOGGIN, ss

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

Kelly J. Brooks
Notary Public / Attorney at Law

Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept 11, 2018

229 Lincoln Street



CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

NOTICE OF HEARING
229 LINCOLN STREET
Pursuant to 17 M.R.S. §§ 2851, *et seq.*

On 6-23, 2015 (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving a copy of same to Heidi Lemieux, at the following address:

Heidi Lemieux
27 Davis Street, 1st Floor
Auburn, ME 04210

Costs of Service:

Service:	\$	<u>2100</u>
Travel:	\$	<u>160</u>
Postage:	\$	<u>100</u>
Other:	\$	<u>200</u>
TOTAL:	\$	<u>2560</u>

J. Plante
Signature

Androscoogan SO
Agency



NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Jeff Higgins
1248 Sabattus Street
Lewiston, Maine 04240

Maine Revenue Services
51 Commerce Drive
Augusta, Maine 04330

Ste. Croix Regional FCU
c/o Vicki Stuart
Central Maine FCU
1000 Lisbon Street
Lewiston, Maine 04240

Franklin Property Trust, LLC
c/o Ronald Bissonnette, Esq.
Isaacson & Raymond
75 Park Street
Lewiston, Maine 04240

Northern Utilities, Inc.
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Redlon & Johnson
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Chris Lemieux
232 Lincoln Street, Apt. 2
Lewiston, Maine 04240

Heidi Lemieux
27 Davis Street, 1st Floor
Auburn, ME 04210

229 LINCOLN STREET, LEWISTON, MAINE

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July 14, 2015
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 229 Lincoln Street, Lewiston, Maine, located on Lot 126 on Tax Map 208, and depicted on the attached Exhibit A, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, demolition and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorneys' fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

Dated: June 12, 2015

Kathleen M. Montejo
Kathleen M. Montejo, City Clerk

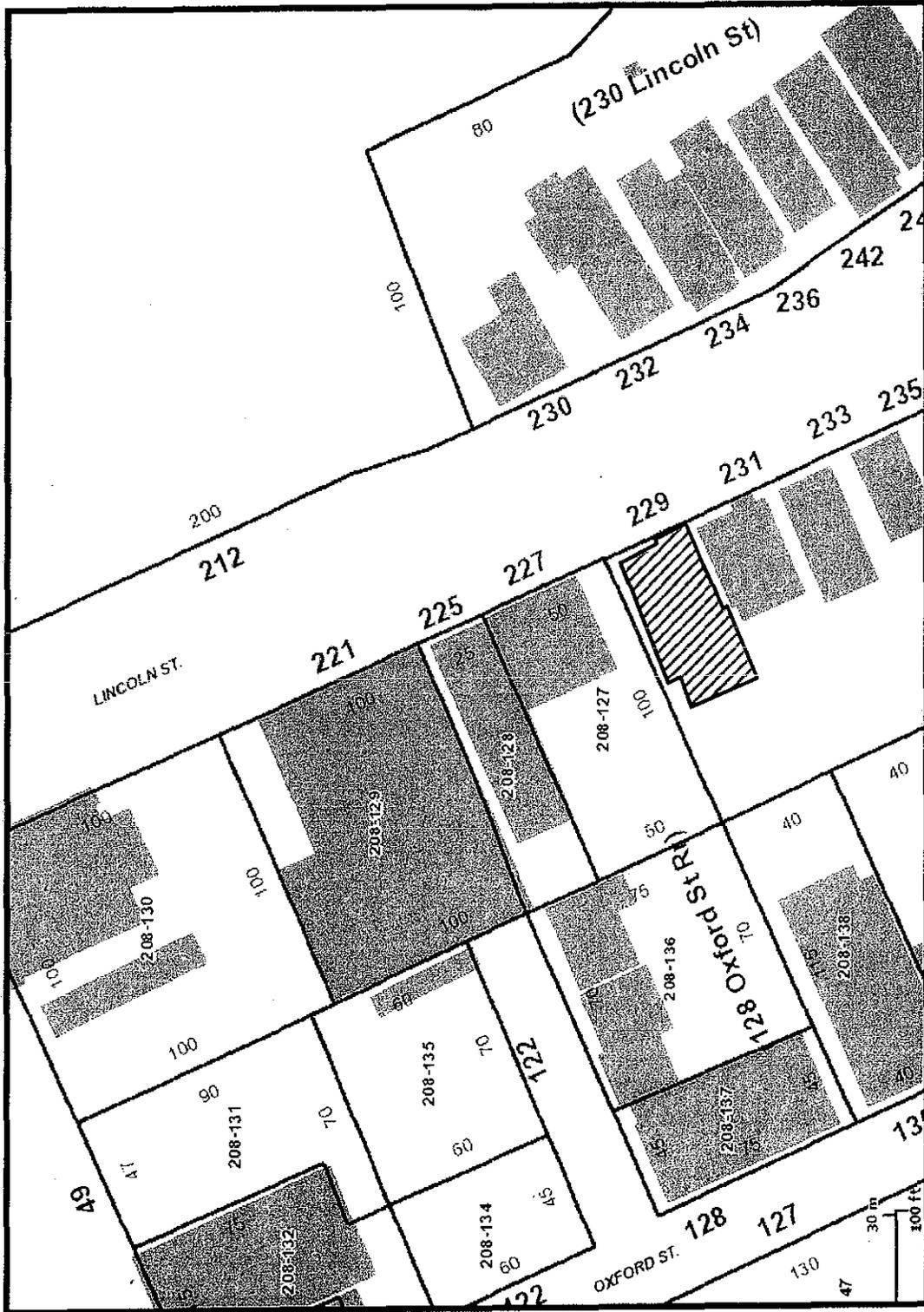
STATE OF MAINE
ANDROSCOGGIN, ss

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

Kelly J. Brooks
Notary Public / Attorney at Law

Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept 11, 2018

229 Lincoln Street



CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

NOTICE OF HEARING
229 LINCOLN STREET
Pursuant to 17 M.R.S. §§ 2851, et seq.

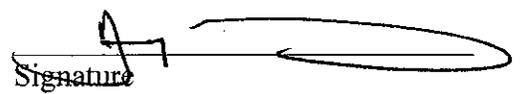
On JUN 16 2015, 2015 (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving a copy of same on Maine Revenue

Service, at the following address: C/O Jerome Gerard, Executive Director HM

Maine Revenue Service
51 Commerce Drive
Augusta, ME 04330

Costs of Service:

Service:	\$ _____
Travel:	\$ _____
Postage:	\$ _____
Other:	\$ _____
 TOTAL:	 \$ _____


Signature

HARRY MCKENNEY
Chief Civil Deputy
Agency KENNEBEC COUNTY
SHERIFF'S OFFICE



NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Jeff Higgins
1248 Sabattus Street
Lewiston, Maine 04240

Maine Revenue Services
51 Commerce Drive
Augusta, Maine 04330

Ste. Croix Regional FCU
c/o Vicki Stuart
Central Maine FCU
1000 Lisbon Street
Lewiston, Maine 04240

Franklin Property Trust, LLC
c/o Ronald Bissonnette, Esq.
Isaacson & Raymond
75 Park Street
Lewiston, Maine 04240

Northern Utilities, Inc.
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Redlon & Johnson
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Chris Lemieux
232 Lincoln Street, Apt. 2
Lewiston, Maine 04240

Heidi Lemieux
27 Davis Street, 1st Floor
Auburn, ME 04210

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July 14, 2015
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

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Dated: June 12, 2015

Kathleen M. Montejo
Kathleen M. Montejo, City Clerk

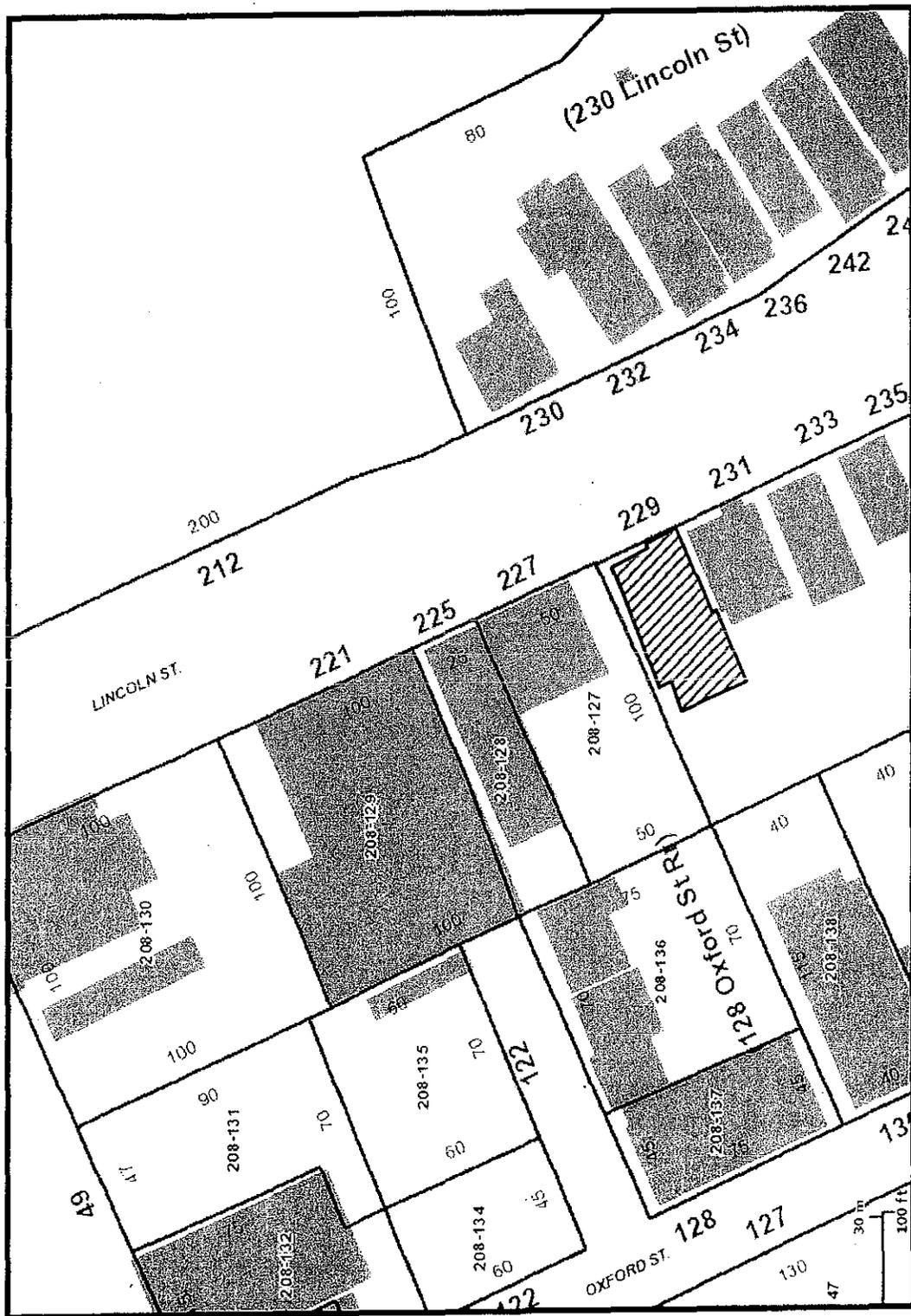
STATE OF MAINE
ANDROSCOGGIN, ss

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

Kelly J. Brooks
Notary Public / Attorney at Law

Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept: 11, 2018

229 Lincoln Street



Return

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

**NOTICE OF HEARING
229 LINCOLN STREET
Pursuant to 17 M.R.S. §§ 2851, et seq.**

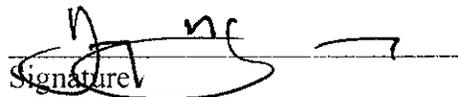
On JUN 16 2015, 2015 (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving a copy of same on Redlon & Johnson, c/o Corporation Service Company, it's Agent, at the following address:

Redlon & Johnson
c/o Corporation Service Company
45 Memorial Circle
Augusta, ME 04330

Costs of Service:

Service: \$ _____
Travel: \$ _____
Postage: \$ _____
Other: \$ _____

TOTAL: \$ _____


Signature

HARRY MCKENNEY
Agency Chief Civil Deputy
KENNEBEC COUNTY
SHERIFF'S OFFICE



NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Jeff Higgins
1248 Sabattus Street
Lewiston, Maine 04240

Maine Revenue Services
51 Commerce Drive
Augusta, Maine 04330

Ste. Croix Regional FCU
c/o Vicki Stuart
Central Maine FCU
1000 Lisbon Street
Lewiston, Maine 04240

Franklin Property Trust, LLC
c/o Ronald Bissonnette, Esq.
Isaacson & Raymond
75 Park Street
Lewiston, Maine 04240

Northern Utilities, Inc.
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Redlon & Johnson
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Chris Lemieux
232 Lincoln Street, Apt. 2
Lewiston, Maine 04240

Heidi Lemieux
27 Davis Street, 1st Floor
Auburn, ME 04210

229 LINCOLN STREET, LEWISTON, MAINE

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July 14, 2015
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

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If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, demolition and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorneys' fees and costs, by means of a special tax or civil action.

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Dated: June 12, 2015

Kathleen M. Montejo
Kathleen M. Montejo, City Clerk

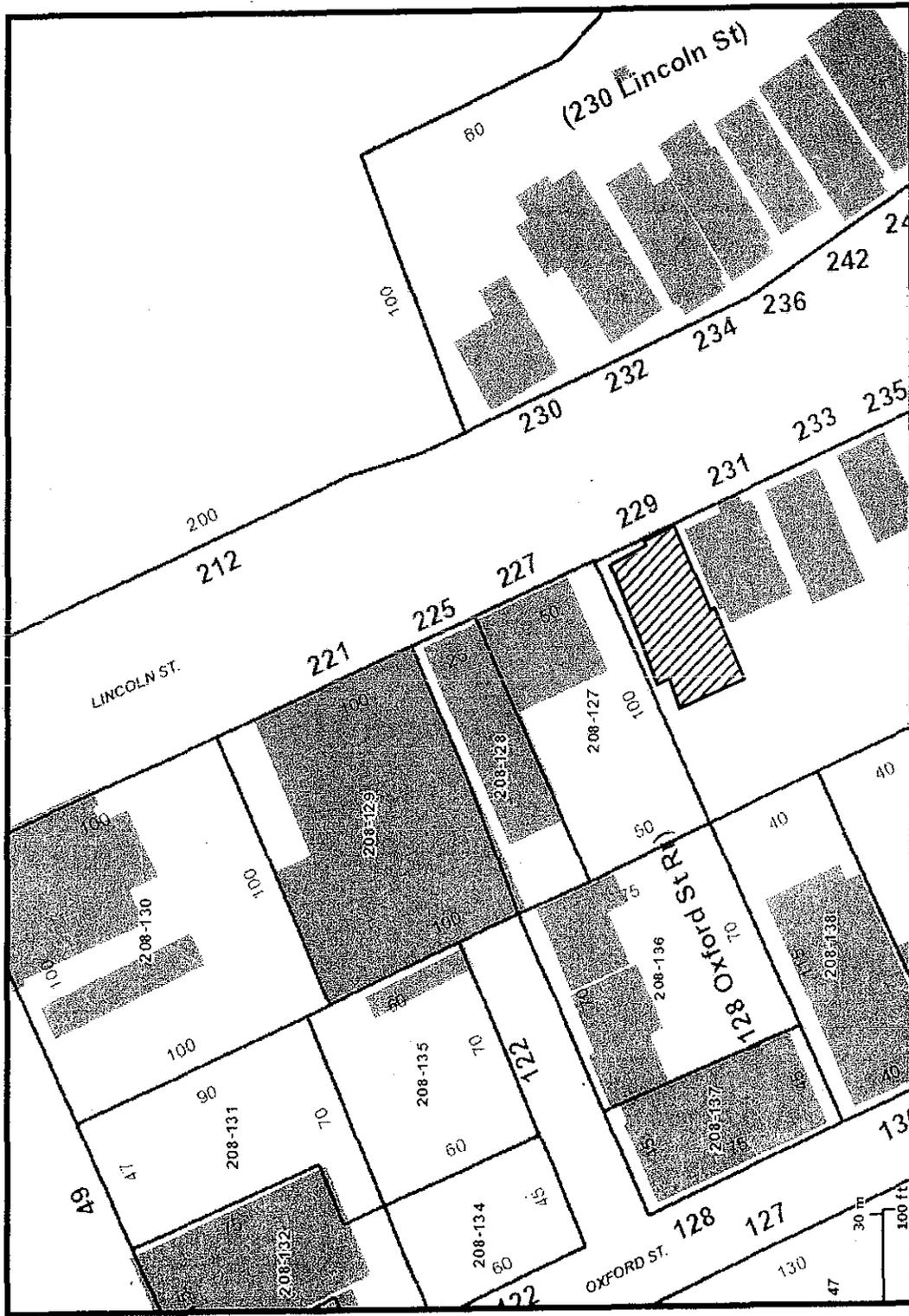
STATE OF MAINE
ANDROSCOGGIN, ss

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

Kelly J. Brooks
Notary Public / Attorney at Law

Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept. 11, 2018

229 Lincoln Street



CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

**NOTICE OF HEARING
229 LINCOLN STREET
Pursuant to 17 M.R.S. §§ 2851, et seq.**

On JUN 16 2015, 2015 (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving a copy of same on Northern Utilities, Inc., c/o Corporation Service Company, it's Agent, at the following address:

Northern Utilities, Inc.
c/o Corporation Service Company
45 Memorial Circle
Augusta, ME 04330

Costs of Service:

Service: \$ _____
Travel: \$ _____
Postage: \$ _____
Other: \$ _____

TOTAL: \$ _____


Signature
HARRY MCKENNEY
Chief Civil Deputy
Agency KENNEBEC COUNTY
SHERIFF'S OFFICE



NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Jeff Higgins
1248 Sabattus Street
Lewiston, Maine 04240

Maine Revenue Services
51 Commerce Drive
Augusta, Maine 04330

Ste. Croix Regional FCU
c/o Vicki Stuart
Central Maine FCU
1000 Lisbon Street
Lewiston, Maine 04240

Franklin Property Trust, LLC
c/o Ronald Bissonnette, Esq.
Isaacson & Raymond
75 Park Street
Lewiston, Maine 04240

Northern Utilities, Inc.
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Redlon & Johnson
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Chris Lemieux
232 Lincoln Street, Apt. 2
Lewiston, Maine 04240

Heidi Lemieux
27 Davis Street, 1st Floor
Auburn, ME 04210

229 LINCOLN STREET, LEWISTON, MAINE

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July 14, 2015
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 229 Lincoln Street, Lewiston, Maine, located on Lot 126 on Tax Map 208, and depicted on the attached Exhibit A, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, demolition and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorneys' fees and costs, by means of a special tax or civil action.

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Dated: June 12, 2015

Kathleen M. Montejo
Kathleen M. Montejo, City Clerk

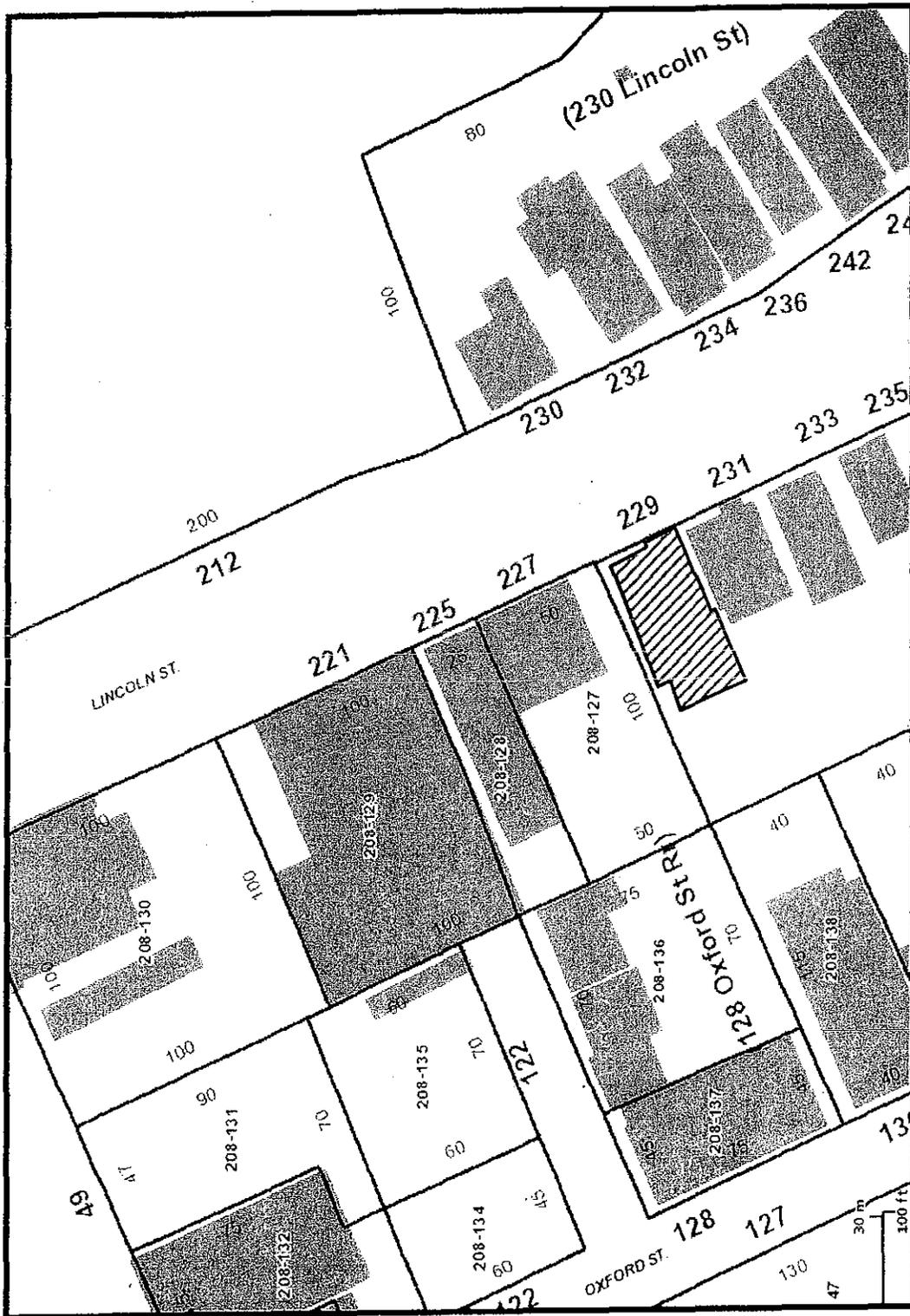
STATE OF MAINE
ANDROSCOGGIN, ss

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

Kelly J. Brooks
Notary Public / Attorney at Law

Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept. 11, 2018

229 Lincoln Street



CITY
CORRESPONDENCE

**CITY OF LEWISTON
CODE ENFORCEMENT
CITY BUILDING
27 PINE STREET
LEWISTON, MAINE 04240
(207) 513-3125 EXT. 3245
NOTICE OF CONDEMNATION/PLACARDING
VIA FIRST CLASS & CERTIFIED MAIL
RETURN RECEIPT REQUESTED
POSTED AT SITE**

June 8, 2015

Jeff Higgins
1248 Sabattus Street
Lewiston, Maine 04240

RE: 229 Lincoln Street
Map: 208 Parcel: 126
RE00007213

Dear Jeff Higgins:

An inspection conducted on June 8, 2015 by Code Enforcement Officer Jeff Baril and myself found the building at 229 Lincoln Street is vacant, abandoned, is without essential utilities and has suffered severe deterioration and damage making it unfit for occupancy due to violation(s) of the provisions of Chapter 18, Article III, International Property Maintenance Code, Sections 18-51 and 18-52, as per The Code of Ordinances of the City of Lewiston hereafter referred to as the (Code).

I hereby condemn and placard the building and property at 229 Lincoln Street as being unfit for occupancy pursuant to and in accordance with Chapter 18, Article III, International Property Maintenance Code, Sections 18-51 and 18-52, IPMC-108.1 et seq, IPMC-109.1 et seq, IPMC-110.1 et seq, , IPMC-304.1 et seq, IPMC-305.1 et seq, IPMC-306.1 et seq, IPMC-402.2 et seq, IPMC-504.1 et seq, IPMC-505.1 et seq,, IPMC-506.1 et seq, IPMC-602.1 et seq, IPMC-603.1 et seq, IPMC-604.1 et seq, IPMC-605.1 et seq, IPMC-703.1 et seq and IPMC-704.1 et seq of the Code of Ordinances of the City of Lewiston. You are hereby ordered to ensure this building is maintained secured from unauthorized entry. You are to demolish this building, with all appropriate permits issued by this office, leaving the property in manner to the satisfaction of this office by no later than **July 6, 2015.**

The City of Lewiston may order the demolition of this building pursuant to the provisions of the Maine Revised Statutes, Title 17, Chapter 91, Subchapter 4, Dangerous Buildings, Section § 2851, if the building is not maintained secured or is a threat to public safety and a nuisance.

The above-mentioned property will be placarded and may not be re-occupied until proper abatement of all violations and rehabilitation has been completed. An inspection shall be conducted to confirm compliance. At such time the condemnation order and placarding shall be discontinued pursuant to the above referenced Code Section IPMC-108.4.1 stating "the code official shall remove the



condemnation and placarding whenever the defect or defects upon which the Condemnation and Placarding were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.”

Your prompt attention to this matter is advised to avoid legal action. It is our sincere desire to work with you in devising an implementation schedule for the correction of these conditions. Please contact this office immediately if circumstances do not permit the timely compliance with this order and abatement of the violations or if you have any questions regarding this matter.

In the event that you do not comply with this order, this office may issue a citation pursuant to Chapter 50, Article II, and Section 50-36 thru 50-51 of the aforementioned Code. Said citation shall require you to pay a penalty of one hundred and ten dollars (\$110.00) for the first citation and you will be reordered to abate the outstanding violations in the previous Notices and Orders. In the event that you do not comply with the first citation, additional citations may be issued. The second citation imposes a civil penalty of two hundred and twenty five dollars (\$225.00), the third is four hundred and twenty five dollars (\$425.00), the fourth and subsequent citations are eight hundred and fifty dollars (\$850.00), and penalties are cumulative. In the future, if any of the above violations are repeated, you are not entitled to receive any further notification, and this office may serve you with a citation.

In lieu of or in addition to the issuance of citations, this office may initiate a land use complaint pursuant to Rule 80-K of the Maine Rules of Civil Procedure and 30-A M.R.S.A. § 4452 et seq. and § 3758-A et seq. as amended. A judgment from such a lawsuit in the City’s favor will result in a court order that any violations be abated, the imposition of a fine of up to two thousand, five hundred dollars (\$2,500.00) per violation, per day, the payment of court costs and the City’s legal fees.

You may appeal this order and request a hearing before the Lewiston Board of Appeals by filing a written petition at the office of the Director of Planning and Code Enforcement within ten (10) days of receipt of this notice. This petition shall be submitted on a form provided by this office along with the one hundred and fifty dollar (\$150.00) appeal fee. Should you fail to appeal you will be barred from any opportunity to contest or challenge the terms of this Notice and Order in any further legal proceedings.

If you sell, transfer or lease this property, you must notify the grantee, mortgagee, transferee, or lessee of any outstanding code violations pursuant to Section IPMC-107.6 of the Property Maintenance Code. You must also furnish this office with a signed notarized statement from the grantee, mortgagee, transferee or lessee acknowledging receipt of any orders or notices and fully accepting responsibility for the abatement of said violations.

Sincerely,



Thomas E. Maynard

Code Enforcement Officer/Corporal Lewiston Police Department

c: Gildace J. Arsenault, Director of Planning & Code Enforcement

The City of Lewiston is an EOE. For more information, please visit our website @ www.ci.lewiston.me.us and click on the Non-Discrimination Policy

**CITY OF LEWISTON
 CODE ENFORCEMENT
 CITY BUILDING
 27 PINE STREET
 LEWISTON, MAINE 04240
 (207) 513-3125 EXT. 3245
 NOTICE OF CONDEMNATION/PLACARDING
 VIA FIRST CLASS & CERTIFIED MAIL
 RETURN RECEIPT REQUESTED
 POSTED AT SITE**

June 8, 2015

Jeff Higgins
 1248 Sabattus Street
 Lewiston, Maine 04240

RE: 229 Lincoln Street
 Map: 208 Parcel: 126
 RE00007213

Dear Jeff Higgins:

An inspection conducted on June 8, 2015 by Code Enforcement Officer Jeff Baril and myself found the building at 229 Lincoln Street is vacant, abandoned, is without essential utilities and has suffered severe deterioration and damage making it unfit for occupancy due to violation(s) of the provisions of Chapter 18, Article III, International Property Maintenance Code, Sections 18-51 and 18-52. as per The Code of Ordinances of the City of Lewiston hereafter referred to as the Code. 7012 3460 0003 3328 7607

I hereby condemn and placard the building and property at 229 Lincoln Street pursuant to and in accordance with Chapter 18, International Property Maintenance Code, Sections 18-51 and 18-52, IPMC-108.1 et seq., IPMC-304.1 et seq, IPMC-305.1 et seq, IPMC-306.1 et seq, IPMC-505.1 et seq,, IPMC-506.1 et seq, IPMC-602.1 et seq, IPMC-605.1 et seq, IPMC-703.1 et seq and IPMC-704.1 et seq of the City of Lewiston. You are hereby ordered to ensure this building is not entered without authorized entry. You are to demolish this building, with all appropriate precautions, leaving the property in manner to the satisfaction of this office by no later than 30 days from the date of this notice.

The City of Lewiston may order the demolition of this building pursuant to Revised Statutes, Title 17, Chapter 91, Subchapter 4, Dangerous Buildings. If a building is not maintained secured or is a threat to public safety and

The above-mentioned property will be placarded and may not be re-occupied until all violations and rehabilitation has been completed. An inspection will be conducted to ensure compliance. At such time the condemnation order and placarding shall be removed. The above referenced Code Section IPMC-108.4.1 stating "the code official shall remove the placard when the building is in compliance with the code."

OFFICIAL USE	
<small>For delivery information visit our website at www.usps.com</small>	
CERTIFIED MAIL™ RECEIPT <small>(Domestic Mail Only; No Insurance Coverage Provided)</small>	
Postage \$	Return Receipt Fee (Endorsement Required)
Certified Fee	Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$	Postmark Here
Sent To: JEFF HIGGINS Street or PO: 1248 SABATTUS STREET City, S: LEWISTON ME 04240	

PHOTOGRAPHS

229 Lincoln Street

Photos taken June 8, 2015. Front view showing the building's instability by its leaning rearward. Observe the missing asbestos siding leaving insulation exposed.



Photo # 2 shows rear of building with deteriorated siding, broken windows, deteriorated porches and an illegally constructed addition that is dangerously unstable. Observe the unrated exposed sheathing.

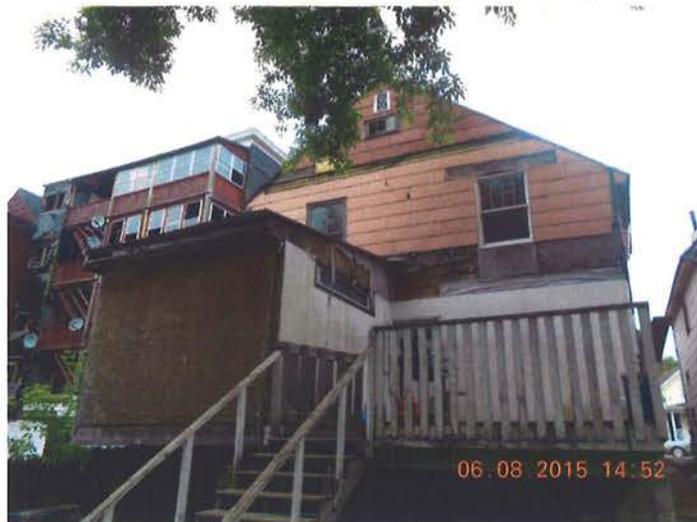


Photo # 3 show illegally constructed addition leaving unrated deteriorated sheathing in violation of Code.



Photo # 4 shows illegally installed waste drainage with an open cleanout allowing for the entry of sewer gases making for unsanitary conditions. Also observe the use of lime used to absorb and disinfect sewage on the ground.



Photo # 5 shows the deformed and unstable foundation progressively collapsing.



Photo # 6 shows a deteriorated inoperative furnace and debris contributing to fire loading.



Photo # 7 shows illegal wiring, obsolete fuse box and open outlet box creating dangerous conditions.

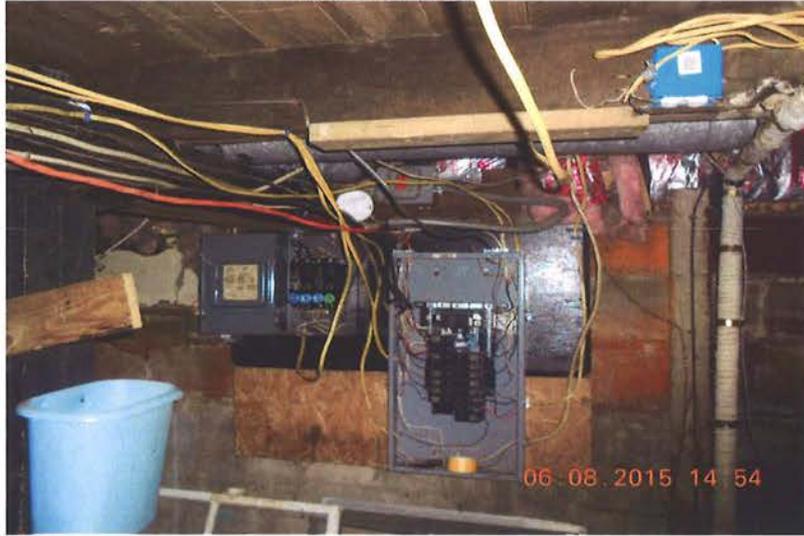


Photo # 8 shows a barrel partially filled with an unknown substance and debris creating hazardous, unsanitary conditions and contributing to fire loading.



Photo # 9 shows the obsolete primary means of egress to the 2nd floor apartment with excessively steep stairs and lack of proper headroom. Also observe the stairway leaning due to structural failure and instability.



Photo # 10 shows an example of a broken window making for hazardous conditions and debris contributing to fire loading.



Photo # 11 shows open and exposed framing and debris increasing the potential for fire and creating a dangerous condition.



LEWISTON CITY COUNCIL

MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 12

SUBJECT:

Consent Order for the Condemnation of the building located at 242 Lincoln Street.

INFORMATION:

The City has begun the process for condemnation of the property at 242 Lincoln Street under the dangerous building classification. This property has been abandoned by the owner and upon inspection of city staff has been determined to be an unsafe structure.

A hearing is not required for this property because the owners have already consented to allow the City to demolish the property.

The agenda background material pertains to the condition of this property. The City Attorney will be present on Tuesday evening to assist the City Council with the condemnation hearing and to advise accordingly.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EABIKmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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With regard to the property at 242 Lincoln Street, to adopt the Findings of Fact, Conclusions of Law and Order of Demolition proposed by the City Planning and Code Enforcement Department, which Order establishes the corrective action to be taken by the property owner and the time frame for taking such action, and which authorizes the City Administrator to take such corrective action if the property owner fails to do so, and to recoup the City's costs through a special tax or collective action.

CONSENT TO REMOVAL OF DANGEROUS BUILDING

Pursuant to 17 M.R.S. §§ 2851-2859, Franklin Property Trust, LLC ("Franklin") hereby consents to the removal by the City of Lewiston, Maine, or its agents, of the residential structure located at 242 Lincoln Street in Lewiston, Maine, which property is shown on Map 208, Lot 125 of the current Tax Maps of the City of Lewiston and is more particularly depicted on the diagram attached hereto as Exhibit A. Franklin specifically consents to allow the City of Lewiston to fully and completely remove said structure and take all actions necessary to secure and remediate the site.

FRANKLIN PROPERTY TRUST, LLC

Dated:

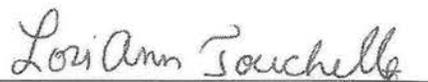
6/17/15


By: Zachary Sclar
Its: Manager

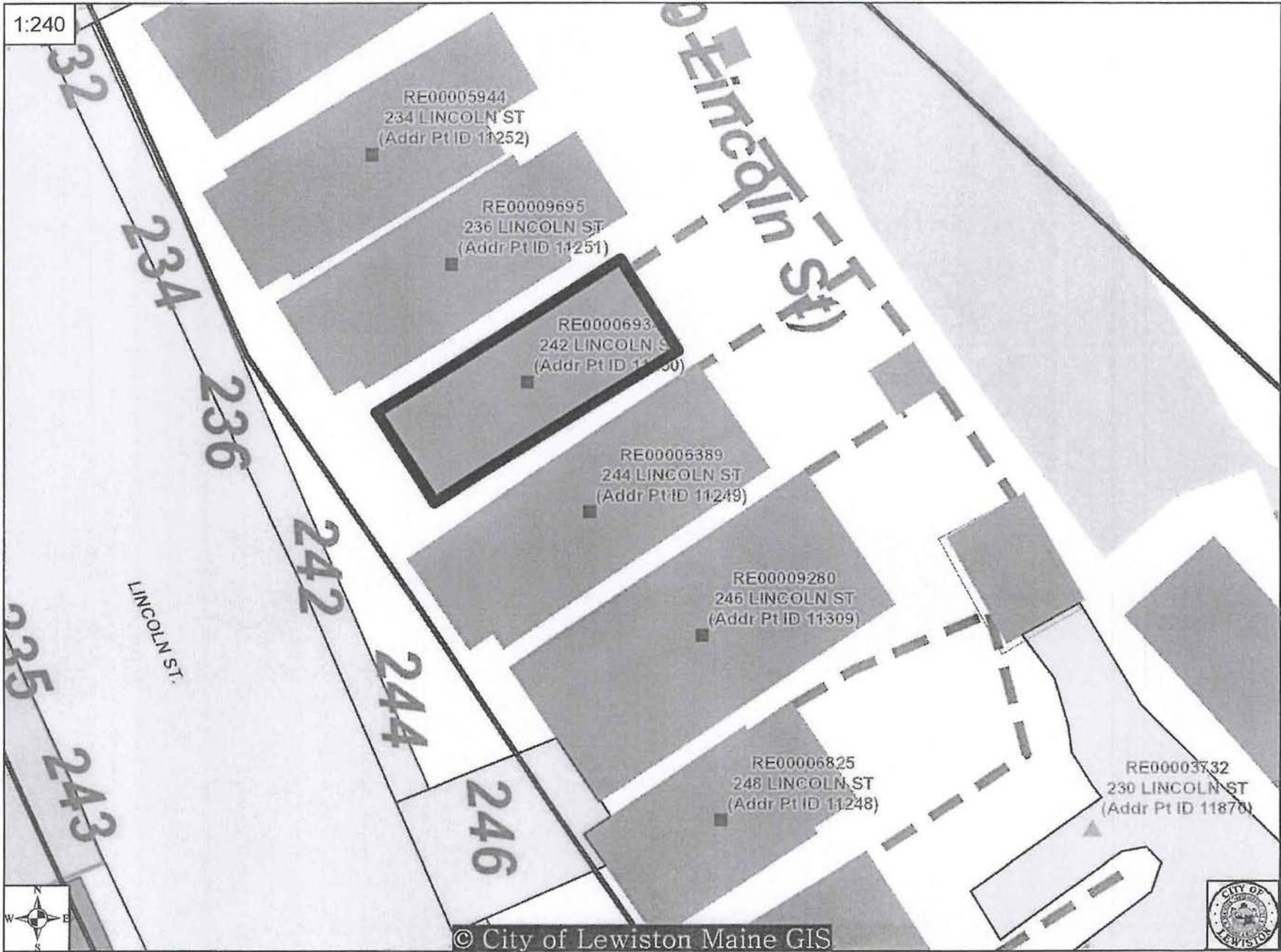
STATE OF MAINE
ANDROSCOGGIN, ss

Date: 6/17/15

Personally appeared before me the above-named Zachary Sclar, on behalf of Franklin Property Trust, LLC, and acknowledged the foregoing instrument to be his/her free act and deed.


Notary Public/Attorney-at-Law

My Commission Expires
February 22, 2021



LEWISTON CITY COUNCIL
MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 13

SUBJECT:

Consent Order for the Condemnation of the building located at 244 Lincoln Street.

INFORMATION:

The City has begun the process for condemnation of the property at 244 Lincoln Street under the dangerous building classification. This property has been abandoned by the owner and upon inspection of city staff has been determined to be an unsafe structure.

A hearing is not required for this property because the owners have already consented to allow the City to demolish the property.

The agenda background material pertains to the condition of this property. The City Attorney will be present on Tuesday evening to assist the City Council with the condemnation hearing and to advise accordingly.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.



REQUESTED ACTION:

1	2	3	4	5	6	7	M
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With regard to the property at 244 Lincoln Street, to adopt the Findings of Fact, Conclusions of Law and Order of Demolition proposed by the City Planning and Code Enforcement Department, which Order establishes the corrective action to be taken by the property owner and the time frame for taking such action, and which authorizes the City Administrator to take such corrective action if the property owner fails to do so, and to recoup the City's costs through a special tax or collective action.

CONSENT TO REMOVAL OF DANGEROUS BUILDING

Pursuant to 17 M.R.S. §§ 2851-2859, Ray Corporation ("Owner") hereby consents to the removal by the City of Lewiston, Maine, or its agents, of the residential structure located at 244 Lincoln Street in Lewiston, Maine, which property is shown on Map 208, Lot 125 of the current Tax Maps of the City of Lewiston and is more particularly depicted on the diagram attached hereto as Exhibit A.

Owner specifically consents to allow the City of Lewiston to fully and completely remove said structure and take all actions necessary to secure and remediate the site. Owner further agrees to reimburse the City of Lewiston 50% of all expenses reasonably related to the securing, removal, and remediation of the structure, except for attorneys' fees.

In the event that Owner fails to pay the 50%, as agreed, Owner consents to the recovery of all expenses reasonably related to the securing, removal, and remediation of the structure, including attorneys' fees and costs, by means of a special tax on the property as set forth in 17 M.R.S.A. §§ 2851-2859 and/or civil action.

Owner further waives any claim whatsoever arising out of the removal or relating to recovery of the expenses thereof.

RAY CORPORATION

Dated: 7/9/15

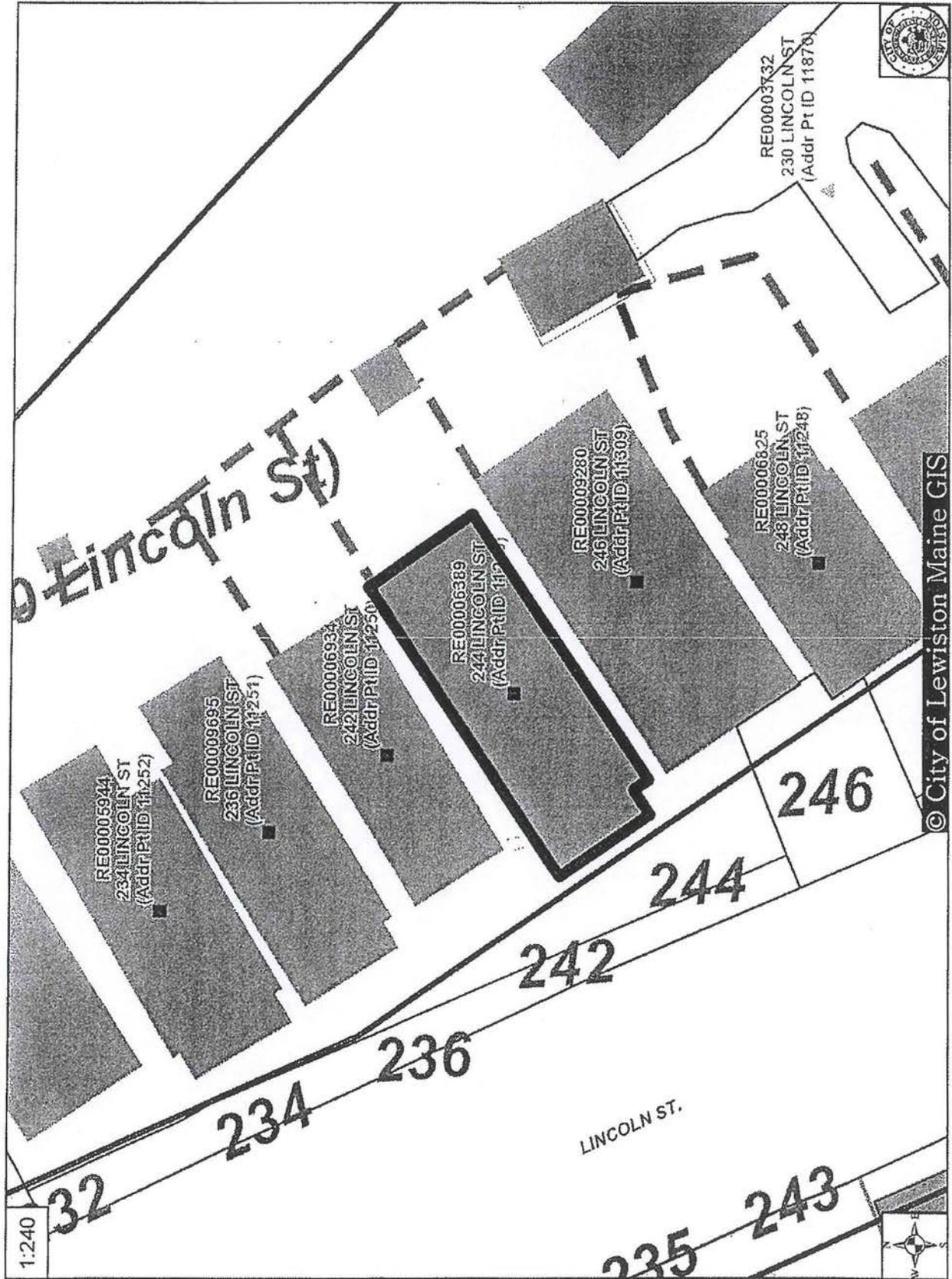
Robert C. Ray Jr. PRES.
By:
Its:

STATE OF MAINE
Androscoggin, SS

Date: 7/9/15

Personally appeared before me the above-named Robert Ray Jr, on behalf of Ray Corporation, and acknowledged the foregoing instrument to be his/her free act and deed.

Megan Moody
Notary Public/Attorney at Law
MEGAN MOODY
Notary Public
My Commission Expires November 1, 2021
Androscoggin, Maine



CONSENT TO REMOVAL OF DANGEROUS BUILDING

Pursuant to 17 M.R.S. §§ 2851-2859, Franklin Property Trust, LLC ("Franklin") hereby consents to the removal by the City of Lewiston, Maine, or its agents, of the residential structure located at 244 Lincoln Street in Lewiston, Maine, which property is shown on Map 208, Lot 125 of the current Tax Maps of the City of Lewiston and is more particularly depicted on the diagram attached hereto as Exhibit A. Franklin specifically consents to allow the City of Lewiston to fully and completely remove said structure and take all actions necessary to secure and remediate the site.

FRANKLIN PROPERTY TRUST, LLC

Dated: 6/17/15


By: Zachary Schae
Its: Zachary Schae

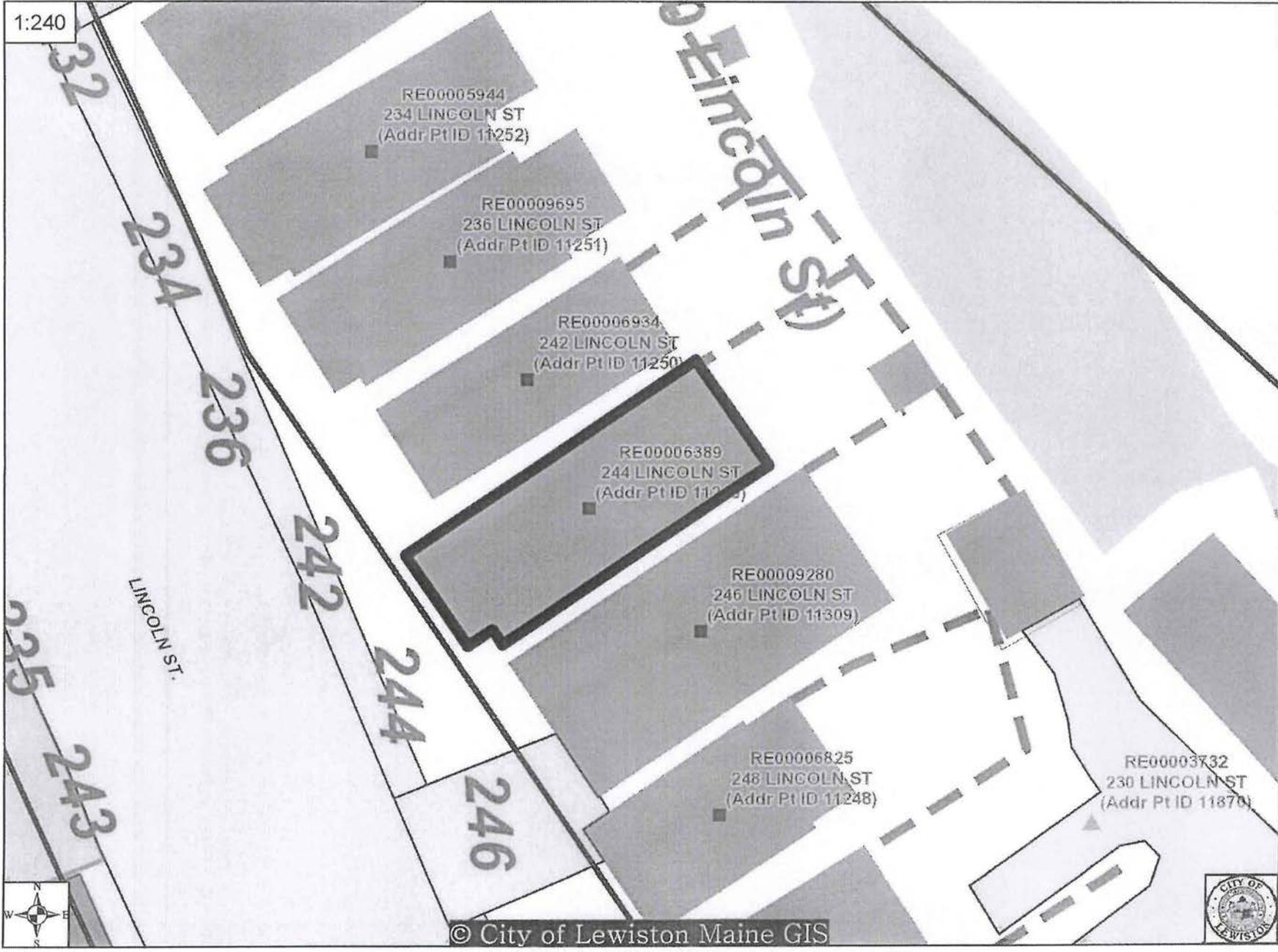
STATE OF MAINE
ANDROSCOGGIN, ss

Date: 6/17/15

Personally appeared before me the above-named Zachary Schae, on behalf of Franklin Property Trust, LLC, and acknowledged the foregoing instrument to be his/her free act and deed.


Notary Public/Attorney at Law

My Commission Expires
February 22, 2021



LEWISTON CITY COUNCIL

MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 14

SUBJECT:

Order authorizing the City Administrator to execute a Municipal Release Deed to release and quit claims to the Central Maine Power Company regarding an abandoned waterline easement near Gully Brook.

INFORMATION:

The City originally acquired this easement from CMP in 1973 but it is no longer needed and has been abandoned for many years. CMP is planning improvements for this lot and would like to have the easement released from the property. City staff supports this request.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to execute a Municipal Release Deed to release and quit claims to the Central Maine Power Company regarding an abandoned waterline easement near Gully Brook.



City of Lewiston Maine

July 14, 2015

ORDER, Authorizing the City Administrator to execute a Municipal Release Deed to release and quit claims to the Central Maine Power Company regarding an abandoned waterline easement near Gully Brook.

Whereas, the City of Lewiston originally acquired easement rights from Central Maine Power Company and the Union Water Power Company in 1973; and

Whereas, said easement was acquired for an 8inch diameter cast iron water pipe for the City of Lewiston Water Division from Lincoln Street cross country to Lisbon Street through the Central Maine Power Company lot; and

Whereas, said easement is 15 feet in width; and

Whereas, said 8 inch diameter cast iron, cross country water pipe is no longer needed and had been abandoned for many years; and

Whereas, said easement to the City of Lewiston is no longer used or useful to the City of Lewiston in connection with the water utility operations.

Whereas, Central Maine Power Company has planned improvements on their lot and plan on using the area covered by said easement as part of their upgrades to the Lewiston Lower Substation.

Now, therefore, be it Ordered By the City Council of the City of Lewiston;

Authorizing the City Administrator to execute a Municipal Release Deed to release and quit claims to the Central Maine Power Company regarding an abandoned waterline easement near Gully Brook.

**QUITCLAIM
MUNICIPAL RELEASE DEED**

The CITY OF LEWISTON, a body politic and corporate situated in Lewiston, Maine, with a mailing address of 27 Pine Street, Lewiston, Maine 04240, for consideration given, releases and quit claims to CENTRAL MAINE POWER COMPANY, a Maine corporation with a principle place of business at 83 Edison Drive, Augusta, Kennebec County, Maine 04336 all of its rights in a certain 15' wide easement located near Gully Brook at Lewiston Lower Substation in said City of Lewiston, Androscoggin County, Maine, more particularly described as follows;

being all and the same rights acquired by the City of Lewiston by deed from Central Maine Power Company and The Union Water Power Company by deed dated December 20, 1973 and recorded in said County Registry of Deeds in Book 1092 on Page 351.

The above easement rights herein released are no longer used or useful to The CITY OF LEWISTON in connection with its public water and sewer utility operations.

IN WITNESS WHEREOF, intending to be legally bound, the said CITY OF LEWISTON, by its appointed City Administrator, Edward Barrett, has hereunto set its hand and seal this ____ day of _____, 2015

CITY OF LEWISTON

By: Edward Barrett
Its: City Administrator

STATE OF MAINE
Androscoggin, ss _____, 2015

Then personally appeared the above-named Edward A. Barrett, Administrator for the City of Lewiston and acknowledged the above instrument to be his free act and deed and the free act and deed of the City of Lewiston.

Before Me

Notary Public
My Commission Expires:

LEWISTON CITY COUNCIL
MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 15

SUBJECT:

Order approving the City's purchase of 2 and 26 Oxford Street, Lewiston and authorizing the City Administrator to execute the Purchase and Sale Agreement and other documentation necessary to effect the transaction.

INFORMATION:

The these two properties are located next to Simard Payne Park and overlooks the canals. The area is identified in the Riverfront Island Master Plan as a prime spot for a mixed use development project. The City has the opportunity to purchase these properties for future development.

Please see the memorandum from Lincoln Jeffers, Director of Economic and Community Development, for additional information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EIAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To adopt the Order approving the City's purchase of 2 and 26 Oxford Street, Lewiston and authorizing the City Administrator to execute the Purchase and Sale Agreement and other documentation necessary to effect the transaction.



**City of Lewiston Maine
City Council Order
July 14, 2015**



- Order,** Approving the City's purchase of 2 and 26 Oxford Street, Lewiston and authorizing the City Administrator to execute the Purchase and Sale Agreement and other documentation necessary to effect the transaction.
- Whereas,** the owner of 2 and 26 Oxford Street recently lost a long term tenant in the building and has offered the properties for sale to the city prior to listing them for sale; and
- Whereas,** 2 and 26 Oxford Street combined have an Assessed Valuation of \$322,400 and are .6548 acres in size; and
- Whereas,** the owner of the properties has agreed to sell both parcels to the city for the combined price of \$315,000; and
- Whereas,** sufficient funding totaling \$322,745 for the acquisition is available through the transfer of funds to the Acquisition/Demolition account including \$147,485 that the city received in roof insurance for Bates Mill #5; \$50,000 received in option payments made by the group promoting a casino at Bates Mill #5; and \$125,260 in accumulated investment earnings from Bates Mill operating subsidies and projects; and
- Whereas,** these two properties are adjacent to Simard Payne Park, overlook Cross Canal #1 on the north side and overlooks the Lower Canal on the west side, and
- Whereas,** these properties are identified in the Riverfront Island Master Plan as a prime site for a mixed use development project; and
- Whereas,** parking is a critical and necessary component that will be required to see redevelopment of the Bates Mill complex, PAMCO Mill and other mills in the Riverfront Island area; and
- Whereas,** until market demand warrants construction of a mixed use project on the site, 2 and 26 Oxford Street can be developed as surface parking at a significantly lower cost than decked parking; supporting expansion of the tax base;

Now, therefore, be it ordered by the City Council of the City of Lewiston that

The acquisition of 2 and 26 Oxford Street in Lewiston is approved under the terms of the attached Purchase and Sale Agreement, the City Administrator is authorized to execute the Purchase and Sale Agreement and other documents necessary to effect the transaction on behalf of the City, and the Finance Director is authorized to transfer the aforementioned funds to the Acquisition/Demolition account in order to fund the purchase of the properties.

Economic and Community Development

Lincoln Jeffers

Director



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: Acquisition of 2 and 26 Oxford Street
Date: July 8, 2015

The owner of 2 and 26 Oxford Street has made the city aware of his desire to sell the property. This was prompted by a recent vacancy at 2 Oxford Street, which for the last 15 years had been leased to Carquest Auto Parts. That Carquest franchise recently merged with a local Advance Auto Parts store and the Oxford Street store is now vacant. 26 Oxford Street is a vacant lot abutting 2 Oxford Street. A map is attached.

The assessed value of 2 Oxford Street is \$298,020 (building \$237,070/land \$60,950). The assessed value of 26 Oxford Street is \$24,380. The total combined assessed value for the two parcels is \$322,400; the combined acreage is .6548.

City staff has negotiated a total purchase price for the two parcels of \$315,000, which will be paid in two equal installments of \$157,500; the first at closing, the second payment in January 2016. Utilities, taxes, water and sewer fees will be prorated as of the date of closing. The seller will pay for their attorney. The City will pay other closing costs. A copy of the purchase and sale agreement is attached.

Heather Hunter has identified two Bates Mill redevelopment sources of funds totaling \$322,745 for transfer of funds to the acquisition/demolition account for this purchase. They are \$147,485 that the city received in roof insurance for Bates Mill #5, the \$50,000 option payment made by the group promoting a casino at the Mill; and \$125,260 in accumulated investment earnings from Bates Mill operating subsidies and projects.

This real estate is in the heart of Riverfront Island. That plan called for the site to be redeveloped with infill housing and mixed use buildings. Acquisition would allow the city to define the character of the redevelopment of that area of the city. In the shorter term the real estate can be used as surface parking to help meet parking demand as Bates and other Riverfront Island area mills are redeveloped; delaying or reducing the need for decked parking. In the longer term the site could be redeveloped as envisioned in the Riverfront Island Master Plan.

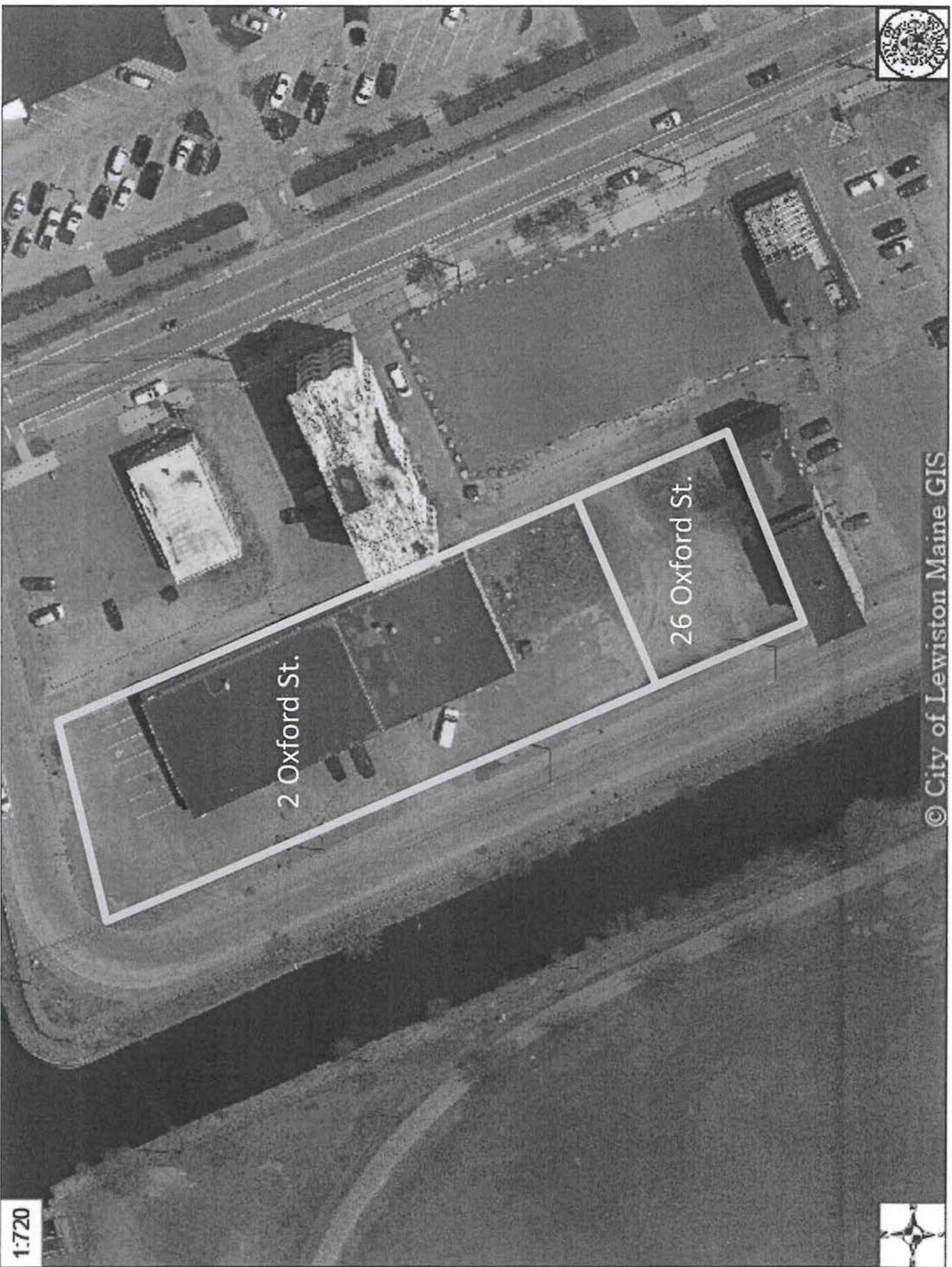
Norm Beuparlant has estimated demolition costs at between \$22,200 and \$28,000.

If the City Council decides to use the site for parking Dave Jones has provided a preliminary estimate of \$85,000 to create 80 parking spaces on the site; including engineering and project oversight for, pavement, landscape and lighting on the acquired real estate.

As the attached map shows, the city owns several other parcels abutting this real estate. The 2008 City Council approved acquisition of 75 and 87 Lincoln Street for a combined purchase price of \$314,000. The properties were acquired to remove blight and to land bank in hopes of being able to exert some influence over redevelopment of the area. This acquisition would build upon that 2008 action.

The Planning Board was made aware of this proposed acquisition at their June 22nd meeting. They are scheduled to take action on a recommendation to the city council regarding this acquisition at their July 13th meeting.

City staff recommends approval of this action.



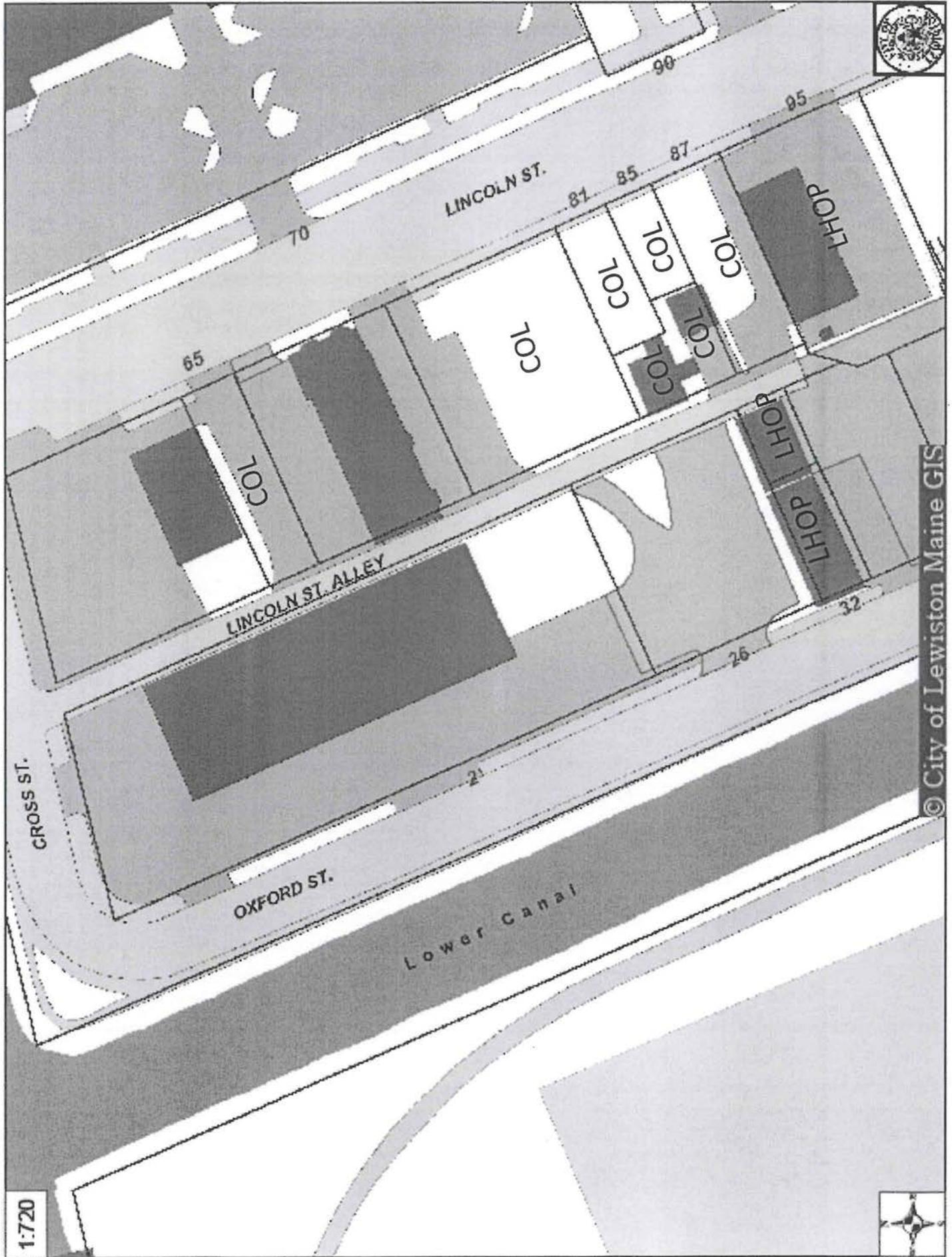
1:720

2 Oxford St.

26 Oxford St.



© City of Lewiston Maine GIS



© City of Lewiston Maine GIS

1:720



REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated July___, 2015, is between HOOD'S REALTY, INC. ("Seller"), a Maine business corporation with a mailing address of 78 Merriman Cove Road, Post Office Box 448, Harpswell, Maine 04079 and the CITY OF LEWISTON, a body politic and corporate situated in Androscoggin County, Maine, with a mailing address of 27 Pine Street, Lewiston, Maine 04240 ("City").

1. Purchase and Sale of Property. Seller agrees to sell to City and City agrees to purchase, on the terms and conditions set forth in this Agreement, the property at 2 and 26 Oxford Street, Lewiston, Maine (the "Property"), described in Exhibit A, attached and made a part of this Agreement, together with the buildings and improvements on the parcel, and including, but not limited to, all easements and appurtenances benefiting the parcels.
2. Consideration. The consideration for the Property shall be **\$315,000.00**, payable to Seller. The City shall provide \$157,500 at closing and provide the final payment of \$157,500 in January 2016.
3. Right of Entry. Between the date of this Agreement and the Closing Date, upon reasonable prior notice and with due regard for Seller's use of the Property, City, its agents or independent contractors, may enter the Property to perform inspections, surveys, environmental assessments, and test borings.
4. Closing. Subject to satisfaction of the conditions in this Agreement, the closing of the sale and purchase of the Property pursuant to this Agreement shall take place at 1:00 p.m. on August 31, 2015, at the offices of Brann & Isaacson, 184 Main Street, P.O. Box 3070, Lewiston, Maine 04243-3070, or at such other time or place as the parties may agree upon in writing (the "Closing Date"). The City shall bear the Closing costs, except that the Seller shall be responsible for preparing and delivering the deed, and each party shall otherwise be responsible for its own attorney's fees.
5. Deed; Title. Seller shall convey and cause to be conveyed the Property to City or its designee by warranty deed, good and marketable fee simple title in accordance with the Maine State Bar Association Standards of Title. If Seller cannot convey and deliver possession of the Property as required by this Agreement, City shall have the right to terminate this Agreement and receive a full refund of all payments made by City, or to accept any portion or all of the Property with such defects, with an appropriate reduction in the consideration.
6. Transfer Tax. The City shall be responsible for paying the real estate transfer tax and recording fees.
7. Prorations. All taxes, fees, and assessments, including real estate taxes and water and sewer fees, shall be prorated as of the Closing Date. Utilities shall be paid by Seller to the Closing Date.

8. Property Condition. Prior to closing, Seller shall remove all personal property and all nonstructural items from the Property.

9. Seller's Representations and Warranties. Seller represents and warrants to City that the following are true and correct in all respects:

a. Authority. Seller is authorized to enter into and perform this Agreement.

b. Title to Property. Seller has good and marketable title to the Property, free and clear of any encumbrances, other than those which will be discharged on or before the Closing Date.

c. Residency. Seller is not a "foreign person" within the meaning of 26 U.S.C. § 1445, and will deliver on the Closing Date certificates to this effect in form satisfactory to City.

d. Contracts, Leases and Agreements. There are no contracts, agreements or leases affecting the Property which are not terminable at will by Seller.

e. Litigation. There is no notice, suit, order, decree, claim, writ, injunction or judgment relating to a violation of any laws, ordinances, codes, regulations or other requirements affecting the Property. There are no suits, actions or proceedings pending or, to the best of Seller's knowledge, threatened against Seller affecting the Property or Seller's ability to perform this Agreement.

f. Underground Storage Tanks. There are no underground storage tanks located on the Property, and Seller will deliver or cause to be delivered on the Closing Date a certificate to this effect in form satisfactory to City.

g. Mechanics' Liens. No work has been done on the Property that could result in any liens on the Property, and no contracts are outstanding or in effect with respect to any such work, and Seller will deliver on the Closing Date certificates to this effect in form satisfactory to City.

h. Preferential Tax Treatment. The Property has received no preferential real estate tax treatment under any provisions of state or federal law, the removal from the provisions of which would trigger a recapture penalty, recapture tax or other requirement for reimbursement of earlier tax savings.

i. Waste Water. There is no subsurface waste water disposal system on the Property or, if there is, the system has not malfunctioned within the last six (6) months.

j. Hazardous Materials. No Hazardous Materials, as defined below, are or have been stored, used, or otherwise exist on the Property. Seller has received no notice or demand

from any person, including any governmental authority, with respect to Hazardous Materials on the Property. For purposes of this paragraph "Property" shall include any land on which the existence of Hazardous Materials could, under applicable laws, give rise to a lien on the property subject to this Agreement. "Hazardous Materials" as used herein shall mean any radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substance, oil or other petroleum products, asbestos, or related materials, including materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, et seq.), the Uncontrolled Hazardous Substance Sites Law (38 M.R.S.A. §§ 1361, et seq.), or other applicable laws of Maine or other states which may apply to similar materials existing on the Property.

k. Occupancies. The Property is free and clear of all occupancies.

10. Conditions to City's Obligations. City's obligations under this Agreement are subject to City's satisfaction with each of the following:

a. Environmental Assessment. City shall obtain, at its expense, an environmental assessment of the Property.

b. Title Insurance. City shall obtain, at its expense, a commitment for title insurance insuring the Property.

c. Survey. City shall obtain, at its expense, a survey of the Property, performed by a licensed surveyor.

d. Inspections. City shall be satisfied with the result of its inspection of the Property.

e. Warranty Deed. Seller shall tender a warranty deed, in forms acceptable to City, conveying good and marketable title to the Property free and clear from all liens and encumbrances.

f. Possession. Seller shall have delivered over the exclusive possession of the Property in the same condition as it was on the date set forth above, free and clear of all occupancies, except for the Permitted Occupants.

g. Representations and Warranties at Closing. Seller's representations and warranties contained in this Agreement shall be true and correct as of the Closing Date. Seller shall deliver on the Closing Date certificates to this effect in form satisfactory to City.

11. City Council Approval / Financing Contingency. If this Agreement is not approved by the Lewiston City Council the City shall have the right to terminate this Agreement and receive a full refund of all payments made by City, and without liability of either party.

12. No Commissions. Each party represents to the other that it has not retained, directly or indirectly, any real estate broker or agent with respect to this purchase, and that each party will indemnify and hold harmless the other from and against all claims relating to brokerage or commission on account of this purchase claimed by any person hired or consulted by such party.

13. Risk of Loss. Seller assumes all risk of loss or damage to the Property until the closing. In the event of any substantial damage to the Property, which damage is not restored to its present condition on or before the closing, City may elect to, without prejudice to any other rights and remedies of City, (a) accept title to the Property and receive an appropriate reduction in the consideration; (b) accept title, in which event Seller shall pay any available insurance proceeds to City up to the maximum amount of insurance available under Seller's insurance policy; or (c) terminate this Agreement and receive from Seller a full refund of all payments made by City.

14. Indemnification. In addition to other indemnity obligations of the parties under this Agreement, each party shall indemnify and hold harmless the other party from and against:

- a. Claims. Any and all claims, demands, liabilities and obligations of any nature, whether accrued, absolute, contingent or otherwise existing at the Closing Date, and arising from or related to the City's efforts to purchase, take or acquire the Property, except those claims specifically waived by the parties under the terms of this Agreement.
- b. Damages. Any damage or deficiency resulting from any misrepresentation made in this Agreement, breach of warranty or representation, or failure to perform under this Agreement.
- c. Litigation. All actions, suits, proceedings, demands, assessments, and judgments, and related costs and expenses, including reasonable attorneys' fees, arising from or relating to a party's indemnification obligations.

15. Survival of Representations, Warranties, and Obligations. The covenants, agreements and representations of the parties contained in this Agreement, or any schedule, exhibit, certificate or other writing delivered in connection with this Agreement, and all obligations under this Agreement (including indemnification obligations) that are not fulfilled on the Closing Date, shall survive the closing.

16. No Relocation Payment; Release. The parties acknowledge and agree that no relocation or similar payments are due to Seller under state or federal law. Seller waives any right to seek relocation payments under state or federal law and releases City from any liability, claims or

causes of action relating to such payments that Seller has had, may now have or may have in the future, or otherwise relating to the transfer of the Property to City. Seller further acknowledges that this Agreement represents an arm's length transaction, that Seller has been represented and advised by counsel, and that Seller has entered this Agreement freely and without duress.

17. Notices. All required notices shall be effective upon receipt or refusal if in writing and delivered by hand, delivery service providing proof of receipt, or overnight mail, addressed to a party as stated above with copies of notices to the City to be sent to Brann & Isaacson, 184 Main Street, P.O. Box 3070, Lewiston, Maine 04243-3070, and copies of notices to the Seller to Dionne & Couturier, 465 Main Street, Lewiston, Maine 04240.
18. Governing Law. This Agreement shall be governed by Maine law.
19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.
20. Waivers. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a waiver of any right on any future occasion. Any waiver by a party must be in writing.
21. Further Assurances. Each party will take all actions and deliver any additional documents as the other party reasonably requests to effectuate the purposes of this Agreement.
22. Entire Agreement. This Agreement contains the entire Agreement between the parties. Any changes to this Agreement must be in writing signed by the parties.
23. Headings. Headings are for reference only and shall not affect interpretation.
24. Severability. Any term or provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
25. Time Is of the Essence. Time is of the essence of this Agreement.

[Signature Page Follows]

The parties are executing this Agreement as of the date set forth on page 1.

WITNESS:

CITY OF LEWISTON

Name:

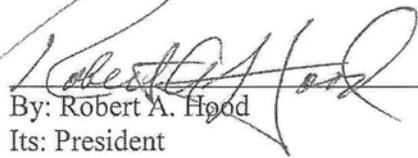
By: _____

Name: Edward Barrett

Its: City Administrator

HOOD'S REALTY, INC.


Name: *Paul R. Dionne*


By: Robert A. Hood

Its: President

EXHIBIT A

Certain lots or parcels of land situated in Lewiston, County of Androscoggin, State of Maine, bounded and described as follows:

2 Oxford Street:

Commencing at a point on the easterly line of Oxford Street one hundred and eighty-six (186) feet southerly from the southeasterly corner of Cross Street and Oxford Street; thence running easterly at a right angle one hundred (100) feet to a passageway; thence southerly at a right angle and by the westerly line of said passageway one hundred (100) feet; thence at right angles westerly one hundred (100) feet to Oxford Street; thence northerly at right angles and by the easterly line of Oxford Street one hundred (100) feet to the point of beginning.

Also another certain lot or parcel of land bounded and described as follows: All the premises conveyed to J. W. White Company by Zoraide Provost, Adrien P. Provost and Romeo R. Provost by Warranty deed dated August 17, 1927, recorded in the Androscoggin Registry of Deeds, Book 375, Page 157. Said property is a parcel of land on the easterly side of Oxford Street in said Lewiston, having a frontage of one hundred and twenty-five (125) feet and extending easterly one hundred (100) feet.

Also another certain lot or parcel of land with the buildings thereon, situated in Lewiston, in said County and State, bounded and described as follows, to wit: Beginning at the intersection of the southerly line of that part of Cross Street, which lies westerly of Lincoln Street with the easterly line of Oxford Street; thence running southerly with the easterly line of Oxford Street, sixty-one (61) feet; thence easterly at a right angle and by land now or formerly of the Franklin Company one hundred (100) feet to a passageway; thence northerly by the westerly line of said passageway about forty-one and forty-seven hundredths (41.47) feet to the southerly line of Cross Street; thence westerly by the southerly line of Cross Street one hundred and ninety-two hundredths (101.92) feet to the point of beginning.

26 Oxford Street:

Beginning at a point on the westerly line of Lincoln Street Alley two hundred sixty-six and forty-seven hundredths (266.47) feet southerly along said Alley from the intersection of said line of Lincoln Street Alley with the southerly line of Cross Street; thence the line runs in a westerly direction at right angles to said line of Lincoln Street Alley a distance of twenty (20) feet to the line of land conveyed by Wade & Dunton Carriage Realty Co. to Joseph Grube et al by deed dated August 30, 1977, and recorded in the Androscoggin County Registry of Deeds in Book 1291, Page 145; thence southerly at right angles along said Grube et al land sixty (60) feet to other land of said Grube et al; thence easterly at right angles along said Grube et al twenty (20) feet to the west line of Lincoln Street Alley; thence north along the west line of said Alley sixty (60) feet to the point of beginning.

LEWISTON CITY COUNCIL

MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 16

SUBJECT:

Order approving the extension of the Purchase and Sale Agreement for 139 and 155 Bartlett Street and 116 and 122 Pierce Street.

INFORMATION:

City staff is recommending the closing date in the Purchase and Sale Agreement be changed from August 31 to October 30 to allow additional time for the required environmental review of the property. In order to secure financing, the federal government must approve a required environmental review of the property. This has already been submitted but the review requires additional processing time.

Please see the memorandum from Lincoln Jeffers, Director of Economic and Community Development, for additional information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/ICMM

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To adopt the Order approving the extension of the Purchase and Sale Agreement for 139 and 155 Bartlett Street and 116 and 122 Pierce Street.



City of Lewiston Maine
City Council Order
July 14, 2015



- Order,** Approving the extension of the Purchase and Sale Agreement for 139 and 155 Bartlett Street and 116 and 122 Pierce Street.
- Whereas,** St. Laurent Housing Associates was the owner of a 29 unit affordable housing project known as Pierce Place which was located on Pierce and Bartlett Streets; and
- Whereas,** Pierce Place was consumed by an arson fire in May 2013; and
- Whereas,** St. Laurent Housing Associates (dba Pierce Place Associates L.P.) is endeavoring to rebuild the project and because of changes in zoning requirements needed twice as much land as they already owned in order to meet per unit lot size standards; and
- Whereas,** the City owns 139 and 155 Bartlett Street and 116 and 122 Pierce Street which abut the Pierce Place project site; and
- Whereas,** the City issued and actively solicited responses to a competitive Request for Proposals to purchase the city owned with a combined minimum bid price requirement of \$37,500; and
- Whereas,** Pierce Place Housing Associates was the only respondent to the Request for Proposals, bidding a total of \$61,000 for the City owned parcels; and
- Whereas,** the City Council approved the sale of the properties to St. Laurent Housing Associates at their January 6, 2015 meeting and subsequently entered into a Purchase and Sale Agreement with Pierce Place Associates L.P. (St. Laurent's assignee) for acquisition of the properties; and
- Whereas,** Pierce Place Associates has moved forward with all due haste to perform as required under the terms of that agreement, having secured Planning Board approval for reconstruction of Pierce Place, completing title research and other due diligence; and
- Whereas,** to secure financing the federal government must approve a required environmental review of the property which has been submitted by

MaineHousing but which the federal government has not yet taken action on which has put the project approximately two months behind schedule; and

Whereas, accordingly, Pierce Place Associates has requested that the closing date on the Purchase and Sale Agreement be extended from August 31, 2015 to October 30, 2015,

Now, therefore, be it ordered by the City Council of the City of Lewiston that

The requested extension of the closing date be granted, and that the City Administrator be authorized to execute an amendment to the Purchase and Sale Agreement effectuating that change.

Economic and Community Development

Lincoln Jeffers

Director



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: Purchase and Sale Extension for Pierce Place Parcels
Date: July 7, 2015

At their January 6, 2015 meeting the City Council approved the sale of 139 and 155 Bartlett Street, and 116 and 122 Pierce Street to St. Laurent Housing Associates for the combined amount of \$61,000. St. Laurent is purchasing the land in order to assemble enough contiguous to meet zoning regulations for the reconstruction of 29 units of affordable housing that were consumed by an arson fire in May 2013. The decision to sell the city owned land to St. Laurent was made after a competitive request for proposal process was conducted, with 20 nearby property owners directly solicited by the city to respond. St. Laurent was the only respondent to the RFP.

The Purchase and Sale Agreement for that approval is attached. The agreement is with Pierce Place Associates L.P.; the legal entity created by St. Laurent Housing Associates for this project. The closing date for the sale was set for August 31, 2015. The purchaser has proceeded with all due haste to meet the conditions of closing set forth in Section 7.1. The Planning Board approved the Pierce Place housing project at their March 9, 2015 meeting. Title research has been completed, with work underway to cure deficiencies identified. On a less positive note, the federal government has been slow to review and approve a required environmental review of the project that has been submitted by MaineHousing. Approval has not yet been received from the feds and the project is currently two months behind schedule. Without this documentation in place the developer cannot finalize their financing for the project.

Pierce Place Associates originally planned to start construction on the project this summer. Depending upon the timeframe within which the environmental review is approved and MaineHousing completes its work construction may begin late in this construction season. If not, ground will be broken in spring 2016.

The developer has requested that the closing date for the Purchase and Sale Agreement be extended until October 30, 2015. Staff recommends approval of this request.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of February 27, 2015 (the “Effective Date”) by and between: the CITY OF LEWISTON, a Maine municipal corporation (hereafter referred to as the “Seller”), and PIERCE PLACE ASSOCIATES LP, a Maine limited partnership (hereafter referred to as the “Purchaser”).

ARTICLE I.

SALE OF THE PROPERTIES

1.1 Subject Property. For the consideration and upon and subject to the terms, provisions and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, those certain parcels of real property owned by Seller, known as 139 Bartlett Street, 155 Bartlett Street, 122 Pierce Street, and 116 Pierce Street, all of which are more fully described on Exhibits A-D attached hereto (each address referred to herein as a “Property” and collectively as the “Properties”).

ARTICLE II.

PURCHASE PRICE

2.1 Purchase Price. The price for 139 Bartlett Street is \$15,500.00. The combined price for 155 Bartlett Street, 122 Pierce Street, and 116 Pierce Street is \$45,500.00. The total price for all Properties is therefore \$61,000.00 (the “Purchase Price”). The Purchase Price, less the Deposit described in Article III, shall be paid to Seller at Closing by bank check or wire transfer to the IOLTA trust account of the Seller’s attorney, at least 24 hours prior to Closing, to be held in escrow until the Seller delivers the deeds required by this Agreement.

ARTICLE III.

DEPOSIT

3.1 Deposit. Seller has received from Purchaser the amount of \$6,100 (the “Deposit”), which Seller will hold in escrow until the Deposit is applied or disposed of as provided in this Agreement.

3.2 Application of Deposit. If the purchase and sale hereunder is consummated, then the Deposit shall be applied to the Purchase Price at Closing to reduce the amount required under Section 8.2(b)(i) hereof. In all other events, the Deposit shall be disposed of as provided in this Agreement.

3.3 Seller’s Right to Retain the Deposit. The Seller shall be entitled to retain the Deposit in the event that the Purchaser fails to consummate the transaction contemplated by this Agreement on or before August 31, 2015, unless such failure arises from Seller’s breach of this Agreement, or in the event any of the conditions set forth in Section 7.1 below is not satisfied by the Closing Date.

ARTICLE IV.

TITLE AND SURVEY

4.1 Title. At Closing, Seller shall deliver good and marketable (or insurable as set forth below) title to the Properties to the Purchaser by municipal quitclaim deed. The Seller shall have no obligation to cure any defects in the title to the Properties, but will provide reasonable cooperation to the Purchaser and Purchaser's title insurer as required to obtain title insurance; provided, however, that the Seller shall not be required to acquire or dispose of any additional property or property interests, modify any land use requirement, or expend any additional funds in order for the Purchaser to obtain title insurance. . [In the event Seller is unable to convey the Properties to Purchaser with good and marketable title free and clear of liens, claims and encumbrances, Purchaser may terminate this Agreement by written notice, whereupon Seller shall promptly return the Deposit to Purchaser. If title shall prove not to be marketable. Purchaser shall make good faith efforts to seek affirmative title insurance coverage from a national title insurer, but the terms and cost of such affirmative coverage shall be satisfactory to Purchaser in its sole discretion, and if Purchaser is not satisfied with such affirmative coverage, it may terminate this Agreement by written notice, whereupon Seller shall promptly return the Deposit to Purchaser.]

ARTICLE V.

INSPECTION BY PURCHASER

5.1 Inspection Rights. Purchaser shall have a period of time commencing on the Effective Date and expiring at 5:00 p.m. on April 30, 2015 (the "Inspection Period"), within which to examine the title and condition of the Properties. Purchaser shall not permit any construction, mechanic's or materialman's liens or any other liens to attach to any Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Purchaser or any other party in connection with any studies or tests conducted pursuant to this Section 5.1. Purchaser shall give reasonable advance notice to Seller prior to entry onto any Property and shall permit Seller to have a representative present during all investigations and inspections conducted with respect to such Property. Purchaser shall take all reasonable actions and implement all reasonable protections necessary to ensure that all actions taken in connection with the investigations and inspections of the Properties, and all equipment, materials and substances generated, used or brought onto the Properties pose no threat to the safety of persons or the environment and cause no damage to the Properties or other persons. Purchaser shall indemnify, defend and hold Seller harmless for, from and against any and all claims, liabilities, causes of action, damages, liens, losses and expenses (including, without limitation, attorneys' fees and costs) incident to, resulting from or in any way arising out of any of Purchaser's or its agents', contractors' or representatives' activities on the Properties or from Purchaser's breach of its obligations or agreements under this Article V. Purchaser's indemnity obligations contained in this Section 5.1 shall survive the Closing and not be merged therein and shall also survive any termination of this Agreement. Without limiting the generality of the foregoing, this Agreement and Buyer's purchase of the Premises are subject to a determination by Maine State Housing Authority as to the desirability of the Premises for Buyer's intended use as a result of the completion of the environmental review process required by HUD

5.2 Approval of Inspections. If Purchaser reasonably determines at any time prior to the expiration of the Inspection Period that any or all of the Properties are not satisfactory to Purchaser, or that title to any or all of the Properties is not insurable, then Purchaser may terminate this Agreement by delivering written notice of termination to Seller prior to the end of such Inspection Period, in which event neither party shall have any further rights, duties or obligations hereunder (except with respect to the provisions of this Agreement which expressly survive the termination of this Agreement). If Purchaser properly terminates this Agreement pursuant to this Section 5.2, then this Agreement shall be terminated, the Seller shall return the Deposit to Purchaser, and neither party shall have any further rights, duties or obligations hereunder except with respect to the provisions of this Agreement which expressly survive the termination of this Agreement. If Purchaser does not timely deliver to Seller written notice of termination during the Inspection Period, the conditions of this Section 5.2 shall be deemed satisfied, and Purchaser may not thereafter terminate this Agreement pursuant to this Section 5.2.

ARTICLE VI.

REPRESENTATIONS AND WARRANTIES; DISCLAIMERS AND WAIVERS

6.1 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as of the Effective Date and/or as of the Closing Date, as applicable that:

(a) Purchaser is a limited partnership duly organized and validly existing under the laws of the State of Maine;

(b) Purchaser has full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein;

(c) This Agreement constitutes a valid and legally binding obligation of Purchaser, enforceable in accordance with its terms;

6.2 Representations and Warranties of Seller. Seller represents and warrants to Purchaser as of the Effective Date and/or as of the Closing Date, as applicable:

(a) Seller is a municipal corporation duly organized and validly existing under the laws of the State of Maine; and

(b) This Agreement constitutes a valid and legally binding obligation of Seller, enforceable in accordance with its terms.

(c) To the best of the undersigned's knowledge, Seller has received no notice of any claim adverse to Seller's interest in any of the Properties and has received no notices from any State or federal agency alleging violations of any environmental laws with respect to any of the Properties.

6.3 NO ADDITIONAL REPRESENTATIONS OR WARRANTIES OF SELLER. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SPECIFIED IN SECTION 6.2 OF THIS AGREEMENT, SELLER HAS NOT MADE, AND SELLER HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTIES, INCLUDING, BUT

NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO PURCHASER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTIES. PURCHASER AGREES TO ACCEPT THE PROPERTIES AND ACKNOWLEDGES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE BY SELLER ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS. PURCHASER IS AN EXPERIENCED DEVELOPER OF PROPERTIES SUCH AS THE PROPERTIES AND PURCHASER HAS MADE OR WILL MAKE PURCHASER'S OWN INDEPENDENT INVESTIGATION OF THE PROPERTIES. THE PROVISIONS OF THIS SECTION 6.3 SHALL SURVIVE THE CLOSING HEREUNDER.

ARTICLE VII.

CONDITIONS PRECEDENT TO PURCHASER'S AND SELLER'S PERFORMANCE

7.1 Conditions to Purchaser's Obligations. Purchaser's obligation under this Agreement to purchase the Property is subject to the fulfillment of each of the following conditions (any or all of which may be waived by Purchaser):

- (a) the City of Lewiston's Planning Board shall approve the Purchaser's plans and designs for redevelopment of the Properties, and such approvals shall not contain any conditions unacceptable to Purchaser as it reasonably determines;
- (b) the Purchaser shall have secured sufficient financing to cover the Purchase Price and Purchaser's development plans on terms reasonably acceptable to Purchaser;
- (c) the Purchaser shall have received a title insurance commitment for the Properties at rates and containing only those exceptions reasonably acceptable to Purchaser;
- (d) the Purchaser shall not have delivered written notice of termination to the Seller as required by Section 5.2; and
- (e) the Properties shall be substantially in the same condition as at the time of Purchaser's inspections, and there shall have been no material adverse change in such condition as of the Closing Date.

In the event any of the conditions set forth in this Section 7.1 is not satisfied by the Closing Date, Purchaser shall be entitled to terminate this Agreement by written notice, whereupon Seller shall promptly return the Deposit to Purchaser.

7.2 Conditions to Seller's Obligations. Seller's obligation under this Agreement to sell the Property to Purchaser is subject to the fulfillment of each of the following conditions (any or all of which may be waived by Seller):

(a) the representations and warranties of Purchaser contained herein shall be true, accurate and correct in all material respects as of the Closing Date; and

(b) Purchaser shall have delivered the Purchase Price and other funds required hereunder and all the documents and other items required pursuant to Section 8.2(b), and shall have performed, in all material respects, all other covenants, undertakings and obligations, and complied in all material respects with all conditions required by this Agreement to be performed or complied with by Purchaser at or prior to Closing.

ARTICLE VIII.

CLOSING

8.1 Closing Date.

(a) Time and Place. Provided the terms and conditions set forth in this Agreement have been fulfilled, the consummation of the purchase and sale of the Properties (the "Closing") shall take place at the office of Brann & Isaacson, 184 Main Street, Lewiston, Maine, no later than 10:00 a.m. on August 31, 2015, unless the parties agree to a different date and time (the "Closing Date").

8.2 Items to be Delivered at the Closing.

(a) Seller. At the Closing, Seller shall deliver, or cause to be delivered, to the Title Company each of the following items with respect to the Property:

- (i) A municipal quitclaim deed respecting each Property (the "Deed", and collectively the "Deeds"), in a form reasonably acceptable to Purchaser;
- (ii) A Non-Foreign Affidavit from Seller for purposes of compliance with Section 1445 (b)(2) of the Internal Revenue Code of 1986, as amended, and the regulations adopted thereunder; and
- (iii) Other items reasonably customary and required for the sale of the Properties in accordance with this Agreement or for administrative requirements for consummating the Closing.

(b) Purchaser. At the Closing, Purchaser shall deliver or cause to be delivered each of the following items with respect to the Properties:

- (i) The Purchase Price, less the Deposit, by bank check or wire transfer delivered in escrow as required by Article II;
- (ii) Such additional funds as may be necessary to cover Purchaser's share of the closing costs and prorations hereunder, including recording fees;
- (iii) Evidence reasonably satisfactory to the Seller that the person or persons executing this Agreement and the closing documents on behalf of Purchaser have full right, power and authority to do so; and

(iv) Other items reasonably customary and required for the sale of the Properties in accordance with this Agreement or for administrative requirements for consummating the Closing.

8.3 Costs of Closing.

Each party shall pay its own legal fees and advisory fees incidental to the execution of this Agreement and the consummation of the transactions contemplated hereby. The provisions of this Section 8.3 shall survive the Closing or earlier termination of this Agreement.

ARTICLE IX.

DEFAULTS AND REMEDIES

9.1 Default by Purchaser. If Seller shall not be in default hereunder and Purchaser refuses or fails to consummate the Closing under this Agreement for reasons other than as permitted by this Agreement, Seller's sole remedy at law or in equity shall be to terminate this Agreement and retain the Deposit as liquidated damages (Seller and Purchaser hereby acknowledging that the amount of damages in the event of Purchaser's default is difficult or impossible to ascertain but that such amount is a fair estimate of such damages), and neither party shall have any further rights, duties, or obligations hereunder except with respect to the provisions hereof which expressly survive the termination of this Agreement.

9.2 Default by Seller. If Purchaser shall not be in default hereunder and if Seller refuses or fails to consummate the Closing under this Agreement for reasons other than as permitted by this Agreement for which the Seller is entitled to retain the Deposit, Purchaser shall have may in the alternative (i) terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder except with respect to the provisions of this Agreement which expressly survive the termination hereof, and Seller shall promptly refund to Purchaser the Deposit, or (ii) seek specific performance of Seller's obligations under this Agreement. In no event shall Seller be liable to Purchaser for any damages, including, without limitation, any actual, punitive, speculative or consequential damages or damages for loss of opportunity or lost profit.

ARTICLE X.

BROKERAGE COMMISSIONS

10.1 Brokerage Commission. Seller and Purchaser each represent to the other that neither has had any dealings with any broker, finder or other party concerning the purchase of the Properties. Purchaser and Seller each agree to indemnify, defend and hold the other harmless for, from and against any and all loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) arising out of or paid or incurred by the other party by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under such party. The indemnity obligations set forth in this Section 10.1 shall survive the Closing or the termination of this Agreement.

ARTICLE XI.

MISCELLANEOUS

11.1 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, postage prepaid, or by delivering the same in person to the party to be notified via a delivery service, Federal Express or any other nationally recognized overnight courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice shall be deemed effective when delivered or when delivery is refused. For purposes of notice, the addresses of the parties shall be as follows:

If to Purchaser: PIERCE PLACE ASSOCIATES LP
P.O. Box 11
Lewiston, Maine 04240
Attn: Phyllis T. St. Laurent, General Partner

With a copy to: Maurice A. Selinger, III, Esq.
Curtis Thaxter LLC
P.O. Box 7320
Portland, ME 04112

If to Seller: CITY OF LEWISTON
27 Pine Street
Lewiston, Maine 04240
Attn: Edward Barrett, City Administrator

With a copy to: Brann & Isaacson
184 Main Street, P.O. Box 3070
Lewiston, Maine 04243-3070
Attn: Martin I. Eisenstein

11.2 GOVERNING LAW. THE LAWS OF THE STATE OF MAINE SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS AGREEMENT.

11.3 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the transaction described herein, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

11.4 Assignment. This Agreement may not be assigned in whole or in part by Purchaser without the prior written consent of Seller, which consent Seller may withhold in its sole and absolute discretion. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, personal representatives, successors and assigns.

11.5 Time of Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement and Closing hereunder.

11.6 Multiple Counterparts. This Agreement may be executed in one or more counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument.

11.7 Risk of Loss. Subject to the provisions of Article IX of this Agreement, risk of loss or damage to the Properties, or any part thereof, by fire or any other casualty from the date this Agreement is fully executed up to the time of Closing will be on Seller and, thereafter, will be on Purchaser.

11.8 Business Days. All references to "business days" contained herein are references to normal working business days, i.e., Monday through Friday of each calendar week, exclusive of federal and national bank holidays. In the event that any event hereunder is to occur, or a time period is to expire, on a date which is not a business day, such event shall occur or time period shall expire on the next succeeding business day.

11.9 Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

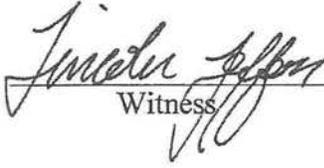
11.10 Interpretation. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel and having fully participated in the negotiation of this instrument, hereby agree that this Agreement shall not be subject to the principle that a contract would be construed against the party which drafted the same.

11.11 Incorporation of Exhibits. All exhibits attached and referred to in this Agreement are hereby incorporated herein as though fully set forth in (and shall be deemed to be a part hereof) this Agreement.

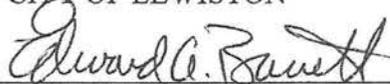
11.12 Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person, other than the parties hereto and, subject to the restrictions on assignment herein contained, their respective successors and assigns.

11.13 Faxed or Electronically Transmitted Signatures. The parties agree that faxed or electronically transmitted signatures may be used to expedite the transaction contemplated by this Agreement. Each party intends to be bound by its faxed or electronically transmitted signature and each is aware that the other will rely on the faxed or electronically transmitted signature, and each acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on a faxed or electronically transmitted signature.

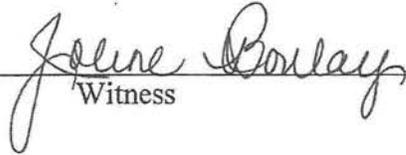
IN WITNESS WHEREOF, the Parties have signed and executed this Agreement as of the above-written date.



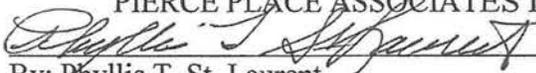
Witness

CITY OF LEWISTON


By: Edward Barrett
Its: City Administrator



Witness

PIERCE PLACE ASSOCIATES LP


By: Phyllis T. St. Laurent
Its: General Partner

EXHIBIT A
139 Bartlett Street

A certain lot or parcel of land, with the building thereon, situated in said Lewiston, County of Androscoggin, State of Maine, bounded and described as follows:

Beginning on the westerly side of Bartlett Street at a point one hundred fifty (150) feet southerly from the southwesterly corner of Walnut and Bartlett Street; thence running southerly on said Bartlett Street fifty (50) feet; thence at right angles westerly one hundred (100) feet; thence at right angles northerly fifty (50) feet; thence at a right angle easterly one hundred (100) feet to the point of beginning.

Subject to the restrictions that no building erected thereon shall be placed nearer the line of Bartlett Street than twelve (12) feet.

EXHIBIT B
155 Bartlett Street

A certain lot or parcel of land, with the building thereon, situated in said Lewiston, County of Androscoggin, State of Maine, bounded and described as follows:

Commencing at a point in the westerly line of Bartlett Street three hundred fifty (350) feet southerly from the southerly line of Walnut Street; thence running southerly by the westerly line of said Bartlett Street fifty (50) feet to land conveyed by the Franklin Company to Louis Frechette by deed #1305, dated April 1, 1911; thence westerly at a right angle by the northerly line of said Frechette's land one hundred (100) feet to land conveyed by the Franklin Company to Patrick Kearnon by deed #430, dated November 8, 1869; thence northerly at a right angle by land of said Kearnon fifty (50) feet; thence easterly at a right angle one hundred (100) feet to Bartlett Street and point of beginning.

Subject to the restriction that no building erected thereon shall be placed nearer the line of Bartlett Street than twelve (12) feet.

EXHIBIT C
122 Pierce Street

Certain lots or parcels of land, with the building thereon, situated in said Lewiston, County of Androscoggin, and State of Maine, bounded and described as follows:

Commencing on the easterly side of Pierce Street at a point one hundred (100) feet northerly from the northeasterly corner of lot bonded to J. D. Rollins; thence running northerly on said line of Pierce Street fifty (50) feet; thence at a right angle easterly one hundred (100) feet; thence southerly at a right angle fifty (50) feet; thence at a right angle westerly one hundred (100) feet to the point of commencement.

Subject to the restriction that no buildings erected thereon shall be placed nearer the line of Pierce Street than twelve (12) feet.

EXHIBIT D
116 Pierce Street

A certain lot or parcel of land, with the building thereon, situated in said Lewiston, County of Androscoggin, State of Maine, bounded and described as follows:

Beginning at a point in the easterly line of Pierce Street at the northwesterly corner of land conveyed by the Franklin Company to Patrick Kearnon by Deed No. 430 dated November 8, 1869; thence running easterly by the northerly line of said land so conveyed to said Patrick Kearnon, one hundred (100) feet; thence northerly at a right angle, fifty (50) feet; thence westerly at a right angle, one hundred (100) feet to said easterly line of said Pierce Street; thence southerly by said easterly line of said Pierce Street, fifty (50) feet to said land so conveyed to said Patrick Kearnon and the point of beginning.

Subject to the restriction that no buildings erected on said premises shall be placed nearer the line of said Pierce Street than twelve (12) feet.

LEWISTON CITY COUNCIL

MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 17

SUBJECT:

Order authorizing the City Administrator to proceed with a Contract to provide a Public Education and Community Engagement process regarding a Pay-As-You-Throw (PAYT) Solid Waste Program with the potential to implement such a program when/if further authorization is provided.

INFORMATION:

The City is looking to establish a citizen education program about the Pay As You Throw solid waste program and issued an RFP for companies to implement such education program. Waste Zero submitted an RFP and city staff is recommending the Council award the contract to this company. This Order is authorizing the transfer of funds to fund the program and to award the contract for the program.

Please see the memorandum from David Jones, Director of Public Works, for additional information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to proceed with a Contract to provide a Public Education and Community Engagement process regarding a Pay-As-You-Throw (PAYT) Solid Waste Program with the potential to implement such a program when/if further authorization is provided.



COUNCIL ORDER

Order, Authorizing the City Administrator to proceed with a Contract to Provide a Public Education and Community Engagement Process Regarding a Pay-As-You-Throw (PAYT) Solid Waste Program with the Potential to Implement such a Program when/if further Authorization is Provided.

Whereas, the City Council was briefed on Pay-As-You-Throw programs in January with an update in May resulting in issuing a Request for Proposal (RFP) for assistance and possible implementation of a PAYT program; and

Whereas, the City Council wished to ensure a rigorous public education and community engagement process was used before a decision was made on whether or not to implement the PAYT program; and

Whereas, the City received two responses to the RFP, with only one responding to the requirements for the Public Education and Community Engagement process identified as important by the Council; and

Whereas, the respondent addressing the Public Education and Community Engagement aspects of the RFP offered a specific program for the period up until the City Council made the decision to proceed or not proceed and quoted a \$30,000 fee for this element of the effort; and

Whereas, the respondent offered that if the City decided to proceed with implementation of the PAYT program, this \$30,000 fee would be reimbursed to the City during the first five (5) year term of the contract; and

Whereas, \$30,000 in funding is available as a result of project savings on a previously approved project for Gendron Business Park infrastructure improvements;

Now, therefore, be it Ordered by the City Council of the City of Lewiston that

The City Administrator is hereby authorized to proceed with

- Transfer of \$30,000 from the FY2012 Gendron Business Park Project to fund the public education and community engagement elements of the PAYT project; and
- Award of the PAYT contract to provide the public education and community engagement process and potential program implementation and management services.



Department of Public Works

David A. Jones, P.E.

Director



June 30, 2015

Re: Pay-As-You-Throw (PAYT) Update

Honorable Mayor and Members of the City Council,

At your May 12, 2015 meeting, City staff provided you an update on a Pay-As-You-Throw (PAYT) solid waste program that had been initially presented by Waste Zero in January. In the January briefing, we outlined the following major reasons for considering a PAYT system:

It would:

- Increase overall equity by moving from a system where all property owners pay property taxes to support the solid waste system with some paying a separate additional amount for waste collection and disposal to a system where everyone pays for the cost of collecting and disposing of solid waste.
- Remove the current cost of municipal solid waste from the property tax, thus helping to stabilize or reduce our property tax rate
- Simplify the administration and oversight of our current program by eliminating the City's multi-family charge for service system.
- Allow MMWAC to replace the waste we reduce with other waste for which a higher tipping fee is charged, improving that facility's financial situation
- From the point of view of the taxpayer, move the cost of solid waste from an uncontrollable expense, where individual actions have no or very limited ability to effect the actual amount paid, to a controllable expense where individual actions can reduce costs, similar to the ability to control energy costs through conservation efforts or gasoline costs through choice of vehicle.
- Reduce energy use and greenhouse emissions through enhanced recycling.
- Based on preliminary pricing estimates, such a program could reduce our solid waste tipping fees by approximately \$200,000 per year and produce about \$1,000,000 in revenue, thus reducing our property tax levy by about \$1.2 million.

Conversely, the major concern about changing to such a system is public reaction to transitioning from what is now considered a "free" service for some to a pay system for all.

Since our May meeting, we continued to review and evaluate the potential for adopting such a program and worked with the Committee to Review Public Works' Service Level Standards for their review and recommendation. The budget implications were reviewed, and if a PAYT system with 33 gallon bags priced at \$2.00 each and 15 gallon bags priced at \$1.25 were implemented, the conservative expectation is annual revenue would be approximately \$1,000,000. In addition, the reduction in solid waste delivered to Mid-Maine Waste Action Corporation (MMWAC), due to increased recycling, would reduce the City's tipping fees by roughly \$275,000. Taking these changes into account, this could reduce the municipal tax rate by ~\$0.66 if fully implemented for a full year. We requested that the City Council authorize us to take a more formal action to move the analysis forward, and the Council expressed their concern that we use a deliberate approach with significant public education and community involvement. The City Council authorized staff to proceed with a Request for Proposal (RFP) emphasizing public education and community involvement before a final decision is made on whether to proceed with further implementation.

In late May, the City issued Bid 2015-028, "Pay As You Throw Disposal Program & Garbage Bag Supply". This Request for Proposals was sent to 6 potential respondents and put on the City's website. A copy of the RFP is available on the City website, but basically provided for a Public Education and Community Outreach program that could be up to 12 months in length as well as continuing program support should the program be implemented. The Contract specifies that the City Council may decide to proceed with implementation of the Pay-As-You-Throw (PAYT) program or terminate the contract at any time during the 12 month period should a decision not to proceed be made. If the City Council decides to implement the PAYT program, the contract allows for a term of five (5) years with the option to renew for two (2) additional years.

Only two firms responded to the RFP, Waste Zero and Boxes and Bags Unlimited. Boxes and Bags did not address many of the requirements identified in the RFP and concentrated their proposal on only providing the bags. They indicated they would be willing to participate in a Public Education and Community Outreach program, but this would need to be designed and completed by City staff. Waste Zero provided a complete response to the RFP including a specific program to address the City Council's concerns with public education and community outreach. Attached is a summary of their proposed education/outreach program. They indicated the cost of the education/outreach program would be \$30,000, but, if the Council decided to implement the PAYT program, Waste Zero would reimburse the City for this \$30,000 over the first year of the contract. Both respondents proposed a cost for the bags that was very close, with the difference in cost being less than a penny per bag. As a result, if the public education/outreach program is funded by the Council, City staff will recommend to the Finance Committee that we award the contract to Waste Zero.

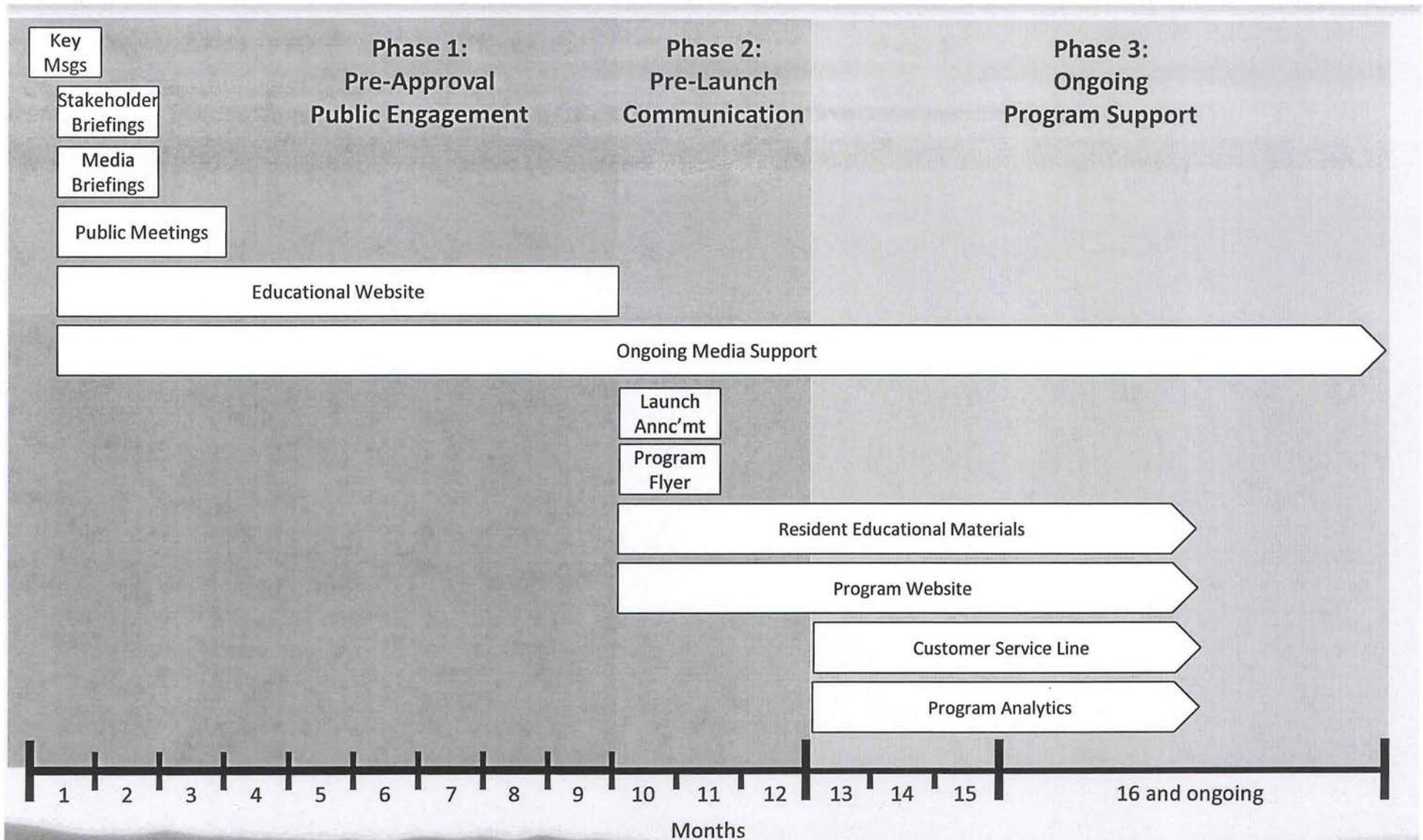
We did not have funding identified for this contract; but we have reviewed the City accounts and found that due to project cost savings from Gendron Business Park Phase II, there are previously authorized funds available that will no longer be needed. Approximately, \$200,000 is available in these bond funds. We are requesting the City Council authorize the transfer of \$30,000 of these funds to fund the next step in this evaluation of the PAYT program.

The Council should be aware that if these funds are made available and a decision is made not to proceed with implementing PAYT, these funds will not be recovered. While this should not dissuade us from proceeding, it does mean that the Council should carefully consider how seriously it is willing to consider making such a change.

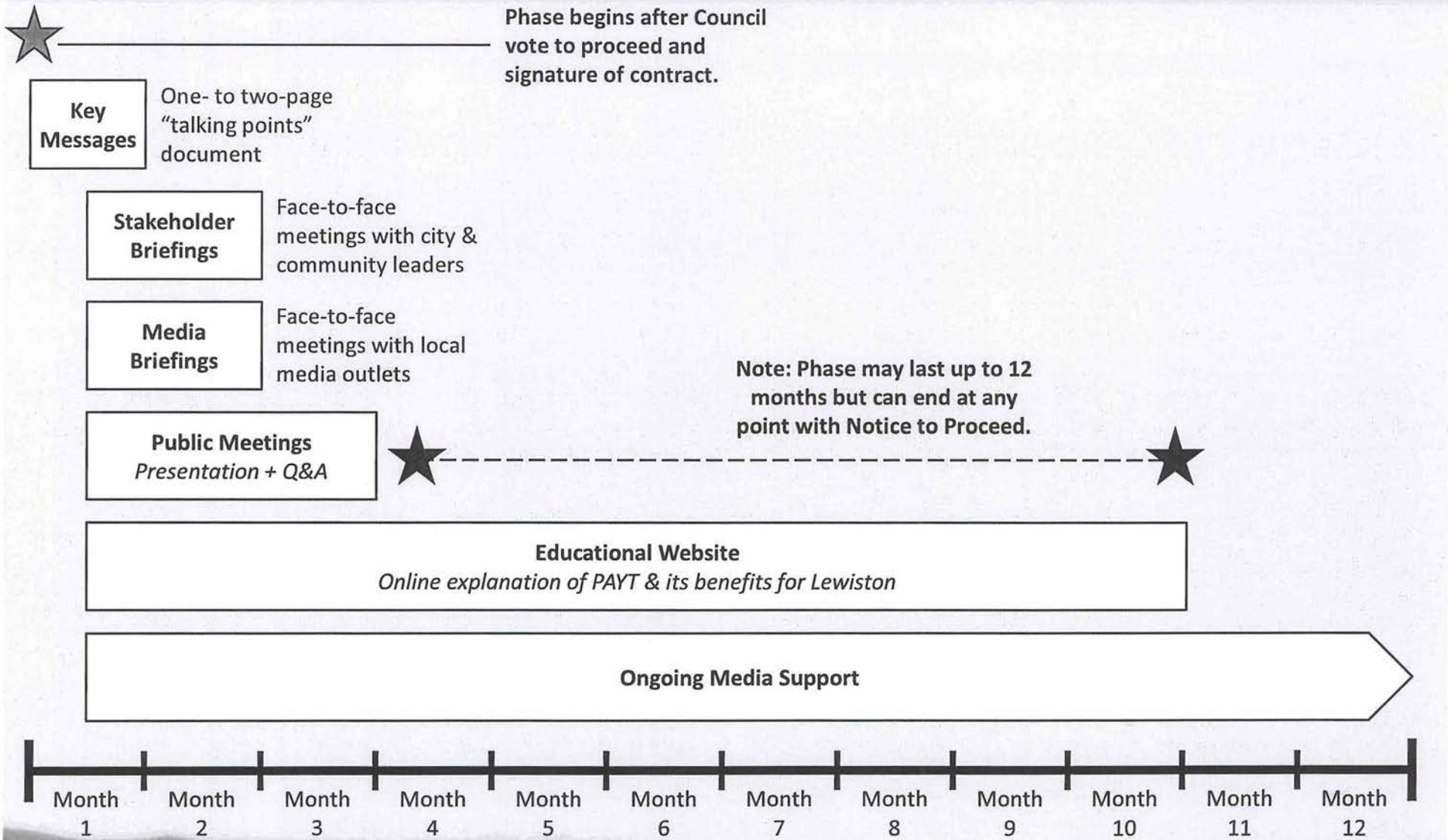
City staff and representatives of Waste Zero will be available at the meeting to answer any questions you may have.

David A. Jones, P.E.
Director of Public Works
City of Lewiston

Community Engagement & Program Support—Overview



Phase 1: Pre-Approval Public Engagement



Phase 3: Ongoing Program Support



Phase begins upon initiation of PAYT program.

Program Website

Information about the program & how to participate

Customer Service Line

Toll-free automated line providing info about program to residents; connects to live customer service if needed

Program Analytics

Ongoing data collection and performance analysis

Residential Educational Materials (as needed / optional)

Customized flyers for residents with info on ways to reduce, reuse, and recycle

Ongoing Media Support

Includes sharing positive performance data ("success stories") with media outlets

Duration of Contract

RFP Evaluation for Bid 2015-028 Supply of Garbage Bags and Implement a Pay As You Throw (PAYT) Solid Waste Disposal Program

Proposal Requirement	<u>Boxes And Bags Unlimited</u>	<u>WasteZero</u>
1. Cover Letter	Two (2) page cover letter addressing company history, requesting " <i>stronger consideration over out-of-state firms</i> ", complained about RFP requirements with short time frame (note: they made no attempt to contact the City to get clarification or request additional time), noted " <i>all important information and requests would gladly be addressed if all are not absolutely required by June 16th</i> ", suggests " <i>a fair amount of the bid's components are somewhat unimportant, but appear to be included to insure that the vendor who likely assisted the City with all of the bid's criteria be assured of having the "inside track" for being awarded the contract.</i> ", suggests " <i>Ultimately, the single most important factors for insuring success in your new program will be <u>the quality of the bags themselves</u></i> "	Two (2) page cover letter summarizing the proposal package they were providing including public education & communication program, implementation and summarizing a phased funding program for the Public Education and Communication Phase that will be reimbursed to the City if the City decides to proceed with implementation of the entire program.
2. Minimum Qualifications		
5 years of experience with residential solid waste reduction programs (bags PAYT)	"Provide services to 45-50 municipal PAYT programs in Maine, New England and Beyond" However, the Scope of Services they provided appears to limit their involvement to only providing the bags, stating " <i>Boxes and Bags would be receptive to participating in any required public forums or programs the company and City collectively feel is beneficial to the program. B&B would rely on and refer Lewiston's Directors to our network of successful PAYT Program Directors.... Community Education considerations have NOT been included in the costs in our quote.</i> " Does not mention anything about a distribution program for the bags to local vendors, under Program Review, they state " <i>the City itself will know what progress will be made and if recycling goals, etc have been met. The vendor can assist by watching outlet ordering patterns and changes in inventory movements.</i> "	In business since 1991 and is working with 44 municipalities in the state on PAYT programs. Addressed all the requirements in the RFP including a detailed Community Education and Communication plan; Program Support; Distribution, Storage and Inventory management plan; as well as Financing. This is a full service program they are offering, which will require only management oversight on the part of the City.
Registered corporate entity for min 5 years	Founded in 1991	Founded 1991

**RFP Evaluation for Bid 2015-028 Supply of Garbage Bags and Implement a
Pay As You Throw (PAYT) Solid Waste Disposal Program**

<u>Proposal Requirement</u>	<u>Boxes And Bags Unlimited</u>	<u>WasteZero</u>
No personal or corporate bankruptcy in past 10 years	Not Addressed	Not Addressed
3. Staffing Plan		
Names, titles, roles, locations phone #s and e-mail for all personnel designated to work on project	Identified only Jeffrey Marcotte President and Thomas Tiner Vice President. E-mail addresses were provided but no individual phone numbers or resumes were provided.	Full staffing plan provided with short resumes of each person and what their involvement will be.
Location, address and contact info of office providing City services	Provided	Provided
4. Agreement		
Sample contract covering all services from scope of RFP	Not Provided	Provided a detailed agreement addressing the contract term, and all services to be provided
Contract includes termination clause per paragraph I.D.1.	Not Addressed	Provided in the agreement.
5. Revenue Sharing / Costs		
Termination at end of education period	Not Provided, did not address.	\$30,000 fixed fee to be fully reimbursed to the City if the City decides to move forward with full implementation of the program.
Revenue to Vendor for		
33 gallon bag	\$0.3113 per bag	\$0.32 per bag
15 gallon bag	\$0.1925 per bag	\$0.21875 per bag
6. References		
6 references from government entities currently performing similar services	List of references provided	List of references provided

**RFP Evaluation for Bid 2015-028 Supply of Garbage Bags and Implement a
Pay As You Throw (PAYT) Solid Waste Disposal Program**

<u>Proposal Requirement</u>	<u>Boxes And Bags Unlimited</u>	<u>WasteZero</u>
Evaluation Criteria		
Proven ability with similar projects	Not Advantageous - Doesn't appear they have provided the services requested and outlined in the RFP	Highly Advantageous - demonstrate performance of the services requested in the RFP.
Expertise of Key personnel assigned	Not Advantageous - No info provided	Advantageous - Most personnel assigned have more than 5 years of experience.
Proven ability to meet City Goals (trash reduction)	B&B put this responsibility back onto the City	Highly Advantageous - demonstrated performance in reducing municipal solid waste
Proven track record of responsiveness to customer needs	Need to check references on services previously provided and responsiveness to customer needs.	Need to check references on services previously provided and responsiveness to customer needs.
Adherence to Scope of Service and Supplies	Did not address many of the requirements of the RFP. B&B appears to be interested in providing the bags, but did not understand the City was looking for the successful vendor to run the Community education and implementation program as well as the distribution and program management.	Highly Advantageous - Their response to the RFP addressed each and every requirement. Need to check with other clients, but are confident they will confirm their expectations are met.
Revenue Sharing / Costs	Competitive bag price, but doesn't include all up front costs or program management.	Competitive bag prices even with providing all up front costs and program management.

Services Comparison for Bid 2015-028 Supply of Garbage Bags and Implement a Pay As You Throw (PAYT) Solid Waste Disposal Program

<u>Scope of Services</u>		<u>Boxes And Bags Unlimited</u> ¹	<u>WasteZero</u> ²
Program Design		B&B's proposal states: " <i>Already indicated is our supplying of references and our contention / belief that our own, other programs' direct feedback is crucial.</i> " This does not address the specification requirements of providing a comprehensive bag-based pay-as-you-throw program including addressing how the program will transition from the City's existing program.	Waste Zero adequately addressed the program design requirements in their proposal including a transition plan.
Public Education and Community Outreach			
Public Education and Community Outreach	Pre-Approval	Offered that they " <i>would be receptive to participating in any required public forums or programs the company and City collectively feel is beneficial to the program. Community Education considerations have NOT been included in the costs of our quote.</i> " We contacted six (6) of the references Boxes & Bags provided. All of them indicated the only service B&B was providing them was supplying the bags. None of them indicated B&B had participated in any Program Design or Public Education and Outreach efforts.	<ul style="list-style-type: none"> - Will develop of talking points for City Leaders to consistently and efectively communicate with residents, media and others in the community; - Will develop, maintain and host educational website with social media accounts to communicate program benefits and information; - Will conduct face to face meetings with elected officials City staff and up to five community group leaders (nominated by the City Administrator) to orient/educate them about PAYT; - Will conduct three face to face meetings with local media outlets to brief them on the PAYT program. Will provide ongoing outreach to local media outlets throughout the duration of the contract; - Will conduct up to four public meetings including a presentation about PAYT and a question and answer period. Meetings to be moderated by City staff / leaders

Services Comparison for Bid 2015-028 Supply of Garbage Bags and Implement a Pay As You Throw (PAYT) Solid Waste Disposal Program

<u>Scope of Services</u>	<u>Boxes And Bags Unlimited¹</u>	<u>WasteZero²</u>
Public Education and Community Outreach	Pre-Launch Implementation See comment above	From point when a Notice to Proceed with the program implementaion (following Council approval) the following additional services will be offered: <ul style="list-style-type: none"> - Adapt website information to show the program and how to participate - Issue a series of customized electronic flyers (ready to print) regarding information on reducing wastes, reusing and recycling materials; - Issue electronic program flyers (ready for printing) regarding program website and launch announcements; - Mailing to all residents communicating launch date and other key information (printing and postage billed separately at cost); - Providing ongoing media communications and support
	Post Implementation See comment above	After program launch will: <ul style="list-style-type: none"> - Maintain website information about the program and how to participate; - Implement a toll-free automated line to provide program information to residents with live customer service as needed; - Provide ongoing data collection (trash and recycling tonnage, costs, etc), benchmarking of program effectiveness and performance assessment; Provide program analytics data at key milestones (3 months, 6 months, 1, year, 5 year) to develop media friendly case studies and communicate success
Program Support	B&B's proposal mentions their Lewiston facility is located 1/4 mile from City Hall and their doors are open to visit. This doesn't address the specification requirements.	Offered ongoing staffing and customer service support for: <ul style="list-style-type: none"> -Managing community education and communication efforts; - Coordinating program implementation and launch; - Answering program related questions; - Supporting all aspects of the program's services and supplies to the City, retailers and residents; - Ensuring timely delivery of all services and supplies

Services Comparison for Bid 2015-028 Supply of Garbage Bags and Implement a Pay As You Throw (PAYT) Solid Waste Disposal Program

<u>Scope of Services</u>	<u>Boxes And Bags Unlimited¹</u>	<u>WasteZero²</u>
Supplies	Bags are not manufactured by B&B, but made at various plants. Bags will meet or exceed specification requirements. All the references we contacted for B&B indicated they received good service from them regarding bag supply and the quality of the bags.	Bags are manufactured by WasteZero in their facility. Bags will meet or exceed specification requirements
Distribution, Storage and Inventory Management	B&B's proposal provided little info other than they would store bags in Lewiston under their direct control.	The City will not have to manage the bags. The company offered full inventory management including: <ul style="list-style-type: none"> - storage of supplies in multiple local and bonded warehouses close to the customer; - direct coordination on ordering, delivery and supply management with local retailers; - assuming responsibility for UPC code development and assignment to all supplies
Finance	B&B's proposal states the City would pay for each order of bags. Receipts from sale of bags in retail outlets would go into a special account used solely for the Lewiston PAYT program. Lewiston's bag sale money would be forwarded to the City monthly.	Will handle all funds from point of sale at the retailer until funds are remitted to the City and will provide monthly program reports showing all orders from retailers, remittances from sales, age of accounts and remittances to designated municipal account. Manage and track all funds by: <ul style="list-style-type: none"> - keeping accurate counts of bag inventories; - billing retailers upon order (customary credit terms); - collecting from retailers; - managing a custodial bank account to deposit all funds remitted by retailers; - wiring municipal revenue to the City no later than 10 business days after the end of each month; - providing monthly order summary and financial reports to the City within 10 business days after the end of each month <p>The City will not have to appropriate any funds for the program. All costs to implement and manage the program are covered by revenues generated and the City will receive revenue monthly.</p>

**Services Comparison for Bid 2015-028 Supply of Garbage Bags and Implement a
Pay As You Throw (PAYT) Solid Waste Disposal Program**

<u>Scope of Services</u>	<u>Boxes And Bags Unlimited¹</u>	<u>WasteZero²</u>
Program Review	B&B's proposal states the City will know what progress has been made and if recycling goals have been met. B&B can assist by watching outlet ordering patterns and changes in inventory.	Will provide brief written report to the City assessing the Program's impact and identify solid waste issues, challenges and opportunities for improvement. Program review will include historical trending information (lbs per capita), track program performance, and make recommendations for program improvement such as organics diversion, food waste composting, textile recycling, etc.
Notes:		
	¹ Boxes and Bags Unlimited did not fully address the requirements outlined in the RFP, but did suggest we contact them or their references for more information. The information provided in this column that was not included in their proposal came from their references.	
	² WasteZero provided a comprehensive response to the RFP and also provided references. The information provided in this column all came from their RFP response. References were also consulted, which were all very positive.	

LEWISTON CITY COUNCIL
MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 18

SUBJECT:

Request from the Maine Cycling Club for a waiver of fees regarding the use of the Dufresne Park for the organization's August 23rd bike race.

INFORMATION:

A representative of the Maine Cycling Club is requesting a waiver from the City Council for the park use fee for Dufresne Park for their August 23 bike race event. They are seeking a waiver of the approximate \$174.90 expense to use the Park for their event..

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

This is a policy decision of the City Council.

EAB/kmm

REQUESTED ACTION:

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To review the request submitted by the Maine Cycling Club organization for a waiver of fees for the use of Dufresne Park for the organization's August 23 bike race event and to determine a course of action.



Special Event Application

Please note: Incomplete applications may be rejected by the city. Please complete all sections on the form or list "N/A" if a section does not apply to your event so we know that every section was accounted for and not skipped over accidentally. The city needs to have a complete understanding of your event prior to the issuance of permits. Thank you for understanding.

Lewiston Downtown Criterium

August 23, 2015

Event Name

Requested Event Date

- All organizations or individuals seeking to utilize any city-controlled property such as streets, sidewalks, parking areas or parks for any activity or event with 25 people or more must complete this application.
- All requests that result in the use of city staff/services/assets to support an event or activity on city-controlled or private property may require the organization/individual to pay for fees that include, but are not limited to, processing/park-use fees, permits and staff time.
- For any organization/individual requesting the City Council to waive fees for any city permits, fees or staff time, the organization/individual must submit this application no earlier than January 1st and no later than March 1st for events that will occur in the next fiscal year beginning on July 1st.

Failure to file a "Charitable Funding Request" (Schedule B of this form) by March 1st will require the filing of this application in the same year of the event; that the application be filed between March 2nd and September 1st; and that it be approved by the City Council.

All properly completed applications and non-refundable \$50 Processing Fee must be submitted at least 90 days prior to the event.

- All items highlighted in grey with an asterisk (*) in Section 2 of this application must be completed to the City's satisfaction no later than 45 days prior to the event given possible public hearing requirements. All applicable fees must be paid no later than thirty (30) days prior to event.
- The City of Lewiston shall reserve the right to deny any application if the information in the application is incomplete; conflicts with city policies, ordinances, events or city services; contains information that is inaccurate or fraudulent; or appears to violate local, state or federal law.

Application Date: May 15, 2015

STAFF USE ONLY
EVENT FILE NO.: FY160031

SECTION 1 GENERAL EVENT INFORMATION

1. Name of host organization/individual legally responsible for event:

Maine Cycling Club

John Grenier

Host Organization

Name of Person Responsible for Event

2. Is the applicant a legal non-profit? Yes No

If "Yes," please enclose a copy of the IRS Form 990 filed in the year preceding the date of this application. If the applicant has not yet filed a 990, please attach a copy of the IRS letter awarding your non-profit status. **If "No," 100% of all applicable fees must be paid.**

3. Will you or your organization be paid by another non-profit agency to raise money for their organization? Yes No

If "Yes," provide a *signed statement* and with *financial information* from the non-profit indicating how much money they may receive for this event and/or received if the event was held last year.

4. Name of Contact Person for Event: John Grenier

5. Title of Contact Person: Vice-President MCC

6. Mailing Address: 97 Lisbon St, Lewiston, ME 04240

7. Daytime Telephone: 207-784-7576 Cell: 207-240-9035

8. Email Address: John@Rainbowbike.com

9. Contact Name and Cell Phone Number **DURING** the Event:

Name: John Grenier Cell: 207-240-935

10. Name of Event: Lewiston Downtown Criterium

11. Type of Event (walk, festival, concert, etc.): Bicycle Race

12. Location of Event: 97 Lisbon St, Lewiston, ME 04240

13. Day of Event: Sunday Date of Event: Aug 23rd Rain Date (if applicable): N/A

14. Times of Event: Actual Start-time: 9:00am Actual End-time: 3:00pm

Start-time including *set-up*: 8:00AM End-time including *clean up*: 3:30pm

15. Estimated Attendance: 250 Open to the Public: Yes No

16. By Invitation Only: Yes No If "Yes," Required Age for Admission: _____

DESCRIPTION OF EVENT

Please describe what will occur during your event

SECTION 2 EVENT DETAILS & POSSIBLE PERMITTING

- 34% discount on all city permits/licenses for fundraisers hosted by non-profit (NP) organization
- 50% discount on all city permits/licenses for *non-fundraising* events hosted by non-profits
- ALL PAYMENTS ON CITY PERMITS/LICENSES DUE NO LATER THAN 30 DAYS PRIOR TO EVENT

All items highlighted below with an asterisk (*) in Section 2 of this application must be filed and completed to the city's satisfaction no later than 45 days prior to the event to comply with public hearing requirement.

	Permit Fee	Permits and/or Event Requirements	YES	NO
A	NP & FOR PROFIT	If you answered "Yes" in Section 1, Item 2 of this form and you are seeking City Council approval to waive any applicable fees, YOU MUST COMPLETE THIS SECTION AND SCHEDULE B of this form. All other events must complete this section only.		✓
B	CITY PROCESSING FEE	If the event requires city staff inspection and/or the use of city-owned public space, please complete SCHEDULE A of this application.	✓	
C	Separate fee and permit may be required \$50 (3) days	FOOD: Will food or beverages be <u>given away</u> ? (Indicate yes or no to the right) Type of Food: _____ Type of Beverage: _____ Will food or beverages be <u>sold</u> ? (Indicate yes or no to the right) Type of Food: _____ Type of Beverage: _____ <i>Note - A food service license may be required.</i>		NO
D	Separate fee and permit may be required \$39 (7)days plus \$21 background check	NON-FOOD ITEMS: Will products be <u>given away</u> ? (i.e. t-shirts, crafts, CDs, etc.) (Indicate yes or no to the right) Type of Items: _____ Will products be <u>sold</u> ? (i.e. t-shirts, crafts, CDs, etc.) (Indicate yes or no to the right) Type of Items: _____ <i>Note- A peddling permit may be required.</i>		NO
E	*\$50/event	*LIVE MUSIC PERFORMED BY ONE OR MORE PEOPLE: (yes or no) If "Yes," Please Describe: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		NO
F	\$17/day	Will SOUND AMPLIFICATION be needed? (yes or no) Please check one: Microphone _____ Speaker System: _____ Other: _____		

G	Required Fee: \$17/day Required permit: \$25/day	ALCOHOLIC BEVERAGES: Will alcoholic beverages be served at the event? (indicate yes or no to the right) If yes, please describe: <input type="text"/>	YES	NO
H	Separate fee and permit required \$180/day	CARNIVAL: Will carnival rides be offered? (indicate yes or no to the right) If yes, attach a copy of the state permit (if applicable). A city permit is also required.		NO
I	Separate permit required	FIREWORKS: Will there be a fireworks display? (indicate yes or no to the right) If yes, a permit from the State Fire Marshal and the Lewiston Fire Department is required.		NO
	COMMENTS	Permits and/or Event Requirements	YES	NO
J	COMMENTS:	RUN/WALK/CYCLE MAP – Will event involve participants doing a walk-a-thon, road race, etc? If yes, provide map of staging areas, actual route and where event will terminate and a business owner contact plan and attach to this application.	Y	
K	COMMENTS:	PARADE MAP: Will there be a parade? (indicate yes or no to the right) If yes, provide a route map which will include staging areas, actual parade routes, and where parade will terminate, and also provide a business owner contact plan. <i>Note – A permit from the Police Department is required.</i>		N
L	COMMENTS:	FESTIVAL ZONE DESIGNATION: (Complete SCHEDULE A)		
M	COMMENTS:	PARK MAP/DIAGRAM – Is a map or diagram attached detailing this event and depicting the placement of such items as tables, tents, port-a-potties, hand washing facilities, stage, first-aid, parking, etc.? (indicate yes or no to the right) Note: This is a mandatory requirement for this application and must be included with the application form.	Y	
N	COMMENTS:	TENT/AWNING/CANOPY SIZE: Will you be setting up a tent, awning or canopy? If yes, list size and height. Size: <u>10x10'</u> Height: <u>10'</u> NOTE: TENTS/AWNING ON PUBLIC/PRIVATE PROPERTY MUST HAVE CERTIFICATES SHOWING THAT THE MATERIALS ARE FLAME RETARDENT. COPIES OF THE CERTIFICATION MUST BE PROVIDED TO THE FIRE DEPARTMENT PRIOR TO THE EVENT.	Y	Location?
O	COMMENTS:	REST ROOM/HAND-WASHING FACILITIES: Events with attendance of 200 persons or more lasting longer than 3 hours must provide portable restrooms, hand-washing or sanitizing stations at the ratio of (1) restroom for each 200 persons in attendance, one-third of which must meet ADA specifications (CITY WILL NOT PROVIDE NOR FUND PORTA POTTY SERVICES PLEASE LIST ON PARK MAP/DIAGRAM IN ITEM M ABOVE)	No. of Porta Potties Required 2	No. of hand-washing stations required
P	COMMENTS:	ROAD/INTERSECTION CLOSURE MAP: Will any roads need to be closed to accommodate your event? (yes or no) If yes, please provide a map of what roads, alleys, sidewalks, etc. will be closed.	Y	

Q	COMMENTS:	MATERIALS/EQUIPMENT TO BE DRIVEN OR PARKED at CITY PARK or PARKING LOT PROPERTIES – MAP/DIAGRAM: <i>Please provide separate list and map details.</i>	YES	NO
R	COMMENTS:	PARKING ACCOMMODATIONS: What will be the anticipated need for parking? <u>EXISTING GARAGES</u> What is your parking plan? USE OF BATES ST PARKING GARAGE	K	
S	COMMENTS:	WASTE DISPOSAL: You are required to clean up after the event and to ensure that you have adequate containers, trash bags, etc. to pick up all waste. If the location does not have adequate containers for the event, will city assistance be required? (indicate yes or no to the right)		NO
T	COMMENTS:	FIRST AID FACILITIES: Please list location on PARK MAP/DIAGRAM as required in Item M above.	Y	
U	COMMENTS:	CERTIFICATE OF INSURANCE: If your event utilizes any public space, the city may require a Certificate of Insurance from your or sponsoring organization naming the City of Lewiston as the insured party. <i>(See Section 3)</i>	Y	
V	COMMENTS:			

Please note that you will be contacted by city staff if your event requires additional permitting.

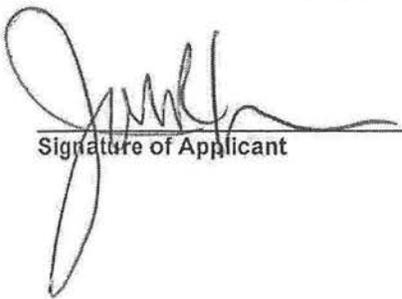
SECTION 3 INSURANCE REQUIREMENTS

EVENT LIABILITY INSURANCE COVERAGE FOR EVENT
<p>Any special event/activity in which any person/group wishes to reserve any city-controlled/owned property involving twenty-five (25) individuals and/or requiring the utilization/reservation of any city controlled/owned property such as a park or street, and for events which include, but are not limited to, walk-a-thons, races, festivals, concerts, etc., requires general liability insurance coverage and the issuance of a Certificate of Insurance.</p> <p>The Certificate of Insurance shall be issued naming the City of Lewiston as an additional insured; specifying the event/activity; the dates for the event/activity, and any other pertinent information. Once the event is approved by the City, the Certificate of Insurance will need to be received by the City no later than thirty (30) days before event permits can be issued (the time requirement may be waived by the City Administrators office).</p> <p>Please have your insurance company email (pnadeau@lewistonmaine.gov) or Fax (207-795-5069) a copy to Phil Nadeau, Deputy City Administrator.</p>

SECTION 4 CONDITIONS OF EVENT APPROVAL

I acknowledge/understand that:

- Non-compliance with applicable permitting, the non-payment of applicable fees, and/or the non-compliance of applicable city ordinances or city policies may result in the termination and/or cancellation of all events on city property. Failure to comply with the terms of this application may also result in forfeiture of applicable deposits or fees.
- Any event consisting of 100 people or more may be required to obtain a Performance Bond or security deposit payment in the form of a cashier's check or money order payable to the City of Lewiston. The Performance Bond will be returned if the reserved area is left clean and undamaged following the event. The deposit or bond must be submitted 30 days prior to event date.
- The City Council shall approve any event where attendance is expected to be approximately 1000 or more people.
- I have read the Special Events Policy and all applicable guidelines that are listed on the City's Special Events Requirements web page and have met and/or discussed all requirements with each City department listed below:
 - City Clerks
 - Code Enforcement
 - Fire
 - Police
 - Public Works



Signature of Applicant

JOHN R. GRENIER

Printed Name

5/15/15

Date Submitted

SCHEDULE A PROCESSING FEE AND PUBLIC SPACE USAGE

Complete only if city staff inspection and/or the use of city-owned property is applicable

\$50 PROCESSING FEE (Non-waivable and Non-refundable):

This payment will secure the date(s) and use of the public space for the event.

MUST BE PAID WITH FULLY COMPLETED APPLICATION

PARK USE FEES AND APPLICABLE DISCOUNTS - MUST BE PAID NO LATER THAN 30 DAYS PRIOR TO EVENT

→ 80% discount for Lewiston-based non-profit organizations

50% discount for out-of-town non-profit fundraisers

34% discount out-of-town non-profit events

EVENT NAME: Lewiston Downtown Criterium

EVENT DATE: August 23rd 2015

Park requested (check each): Simard-Payne Park - (\$135 daily fee – or applicable discount @ 80% = \$27.00; @ 50% = \$67.50; @ 34% = \$89.10)

* Asking for use of PLAZA AT NO CHARGE

Dufresne Park - (\$265 daily fee – or applicable discount @ 80% = \$53.00; @ 50% = \$132.50; @ 34% = \$174.90)

PARK USE FEES AND APPLICABLE DISCOUNTS - MUST BE PAID NO LATER THAN 30 DAYS PRIOR TO EVENT

Kennedy Park (no fee)

Veterans Park (no fee)

Marcotte Park (no fee)

Potvin Park (no fee)

Raymond Park (no fee)

Sunnyside Park (no fee)

Other City-owned public space (i.e., roads, sidewalks, etc.)

Road(s): Lisbon St, Maine St, Canal St, Chestnut St Other: _____

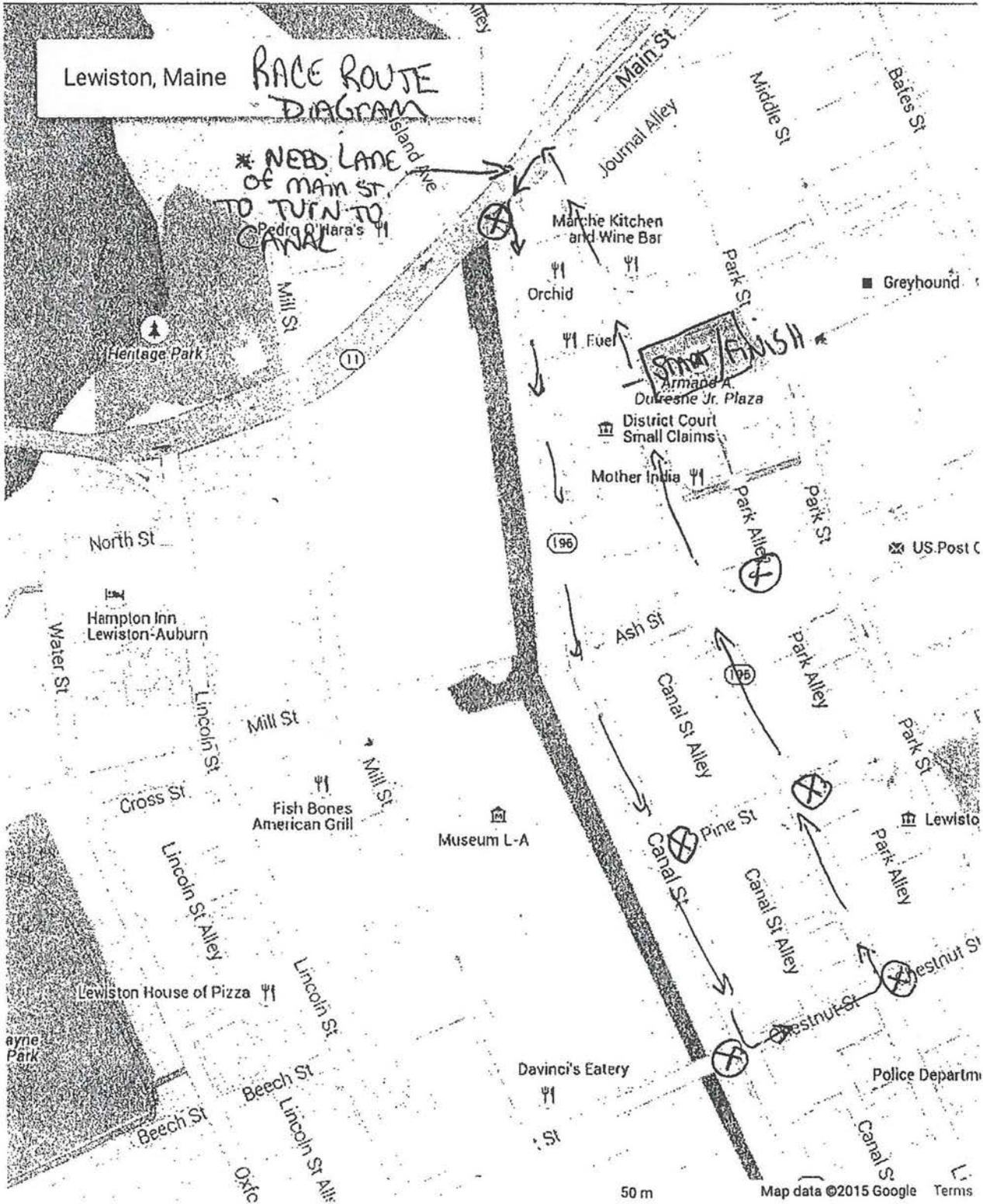
Sidewalk(s): _____ Other: _____

FESTIVAL/EVENT ZONE (event will require organizer to control the public space within a defined area of the city which may prohibit authorized city street vendors to sell products in the "festival/event" zone):

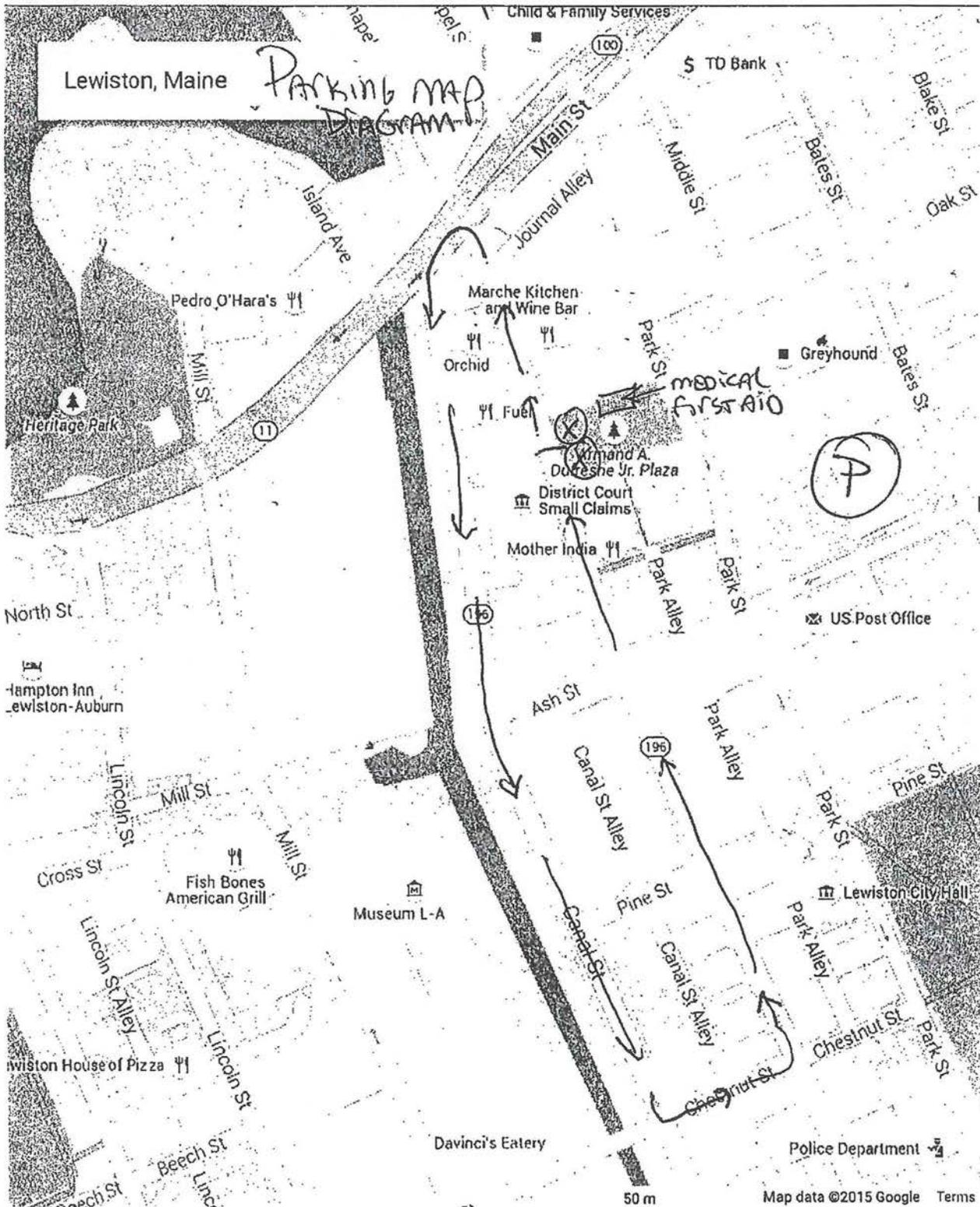
1. Zone Outline: (submit map)
2. Business Owner Contact Plan
3. Reason for Festival/Event Zone Designation (below):

TOTAL PROCESSING AND APPLICABLE PARK USE FEES: \$ 50.00

All checks made payable to "City of Lewiston."



⊗ = closed entry to auto traffic



(X) = PORT O POTTERIES (2)

(P) = SUGGESTED PARKING AREA

LEWISTON CITY COUNCIL

MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 20

SUBJECT:

Appointment to the Lewiston Housing Authority Board of Commissioners.

INFORMATION:

There is one opening on the Lewiston Housing Authority Board of Commissioners and that is a position of tenant representative. This position has been vacant for a while and a nomination has recently been submitted for a tenant to fill the opening. The Mayor is recommending the following appointment to the Lewiston Housing Authority Board of Commissioners:

1) Mangok Mayen, 77 Rideout Avenue, term to expire Oct. 7, 2018

This is a five year appointment.

James Dowling, Executive Director of the Housing Authority, endorses this appointment. These appointments do require Council confirmation.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

Appointments to Boards and Committees are a policy decision of the Council.

EATB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To confirm the Mayor's nomination and to appoint the following resident as a member of the Board of Commissioners of the Lewiston Housing Authority:

Mangok Mayen of 77 Rideout Avenue (term to expire October 7, 2018)



June 11, 2015

The Honorable Robert E. Macdonald
Mayor of Lewiston
City Building
27 Pine Street
Lewiston, Maine 04240

Dear Mayor Macdonald:

We are writing to request that you appoint Mangok Mayen to the Board of Commissioners of the Lewiston Housing Authority to fill the vacant tenant commissioner position. Mr. Mayen, a resident of Hillview since 2013, has worked to promote improvements at that community and has served on Lewiston Housing Authority's Resident Advisory Board. He has extensive experience from his work with Catholic Charities helping immigrants integrate into American society.

We hope that you will consider appointing this dedicated individual to the Board of the Lewiston Housing Authority. We would be happy to discuss this appointment with you at your convenience.

Sincerely,


Marc Pellerin
Chairman


James R. Dowling
Executive Director

JUN 12 2015

City of Lewiston

Application for Appointment to City Board/Commission/Committee

Full Name: Mangok Mayen

Street Address: 77 Rideout Ave. Apt-117-2

Mailing Address (if different): _____

Telephone Number: [redacted] (daytime) [redacted] (evening)

Email Address: [redacted]

Length of time as a Lewiston Resident: 3 Yrs Council Ward: 4

I wish to be considered for appointment to the:

Lewiston Housing Authority Board of Commission
(Name of Board/Commission/Committee)

Check one or both: Full Membership Status Associate Membership Status

Educational Background: USM Social and Behavioral Science (SBS)

Employment History: Catholic Charities of Jackson Mississippi for 11 Years

Community Service: Hillview active member and helping Africans in Lewiston

Please note any prior experience, knowledge or abilities that you have which would contribute to the activities of the Board/Commission/Committee:

my contribution in this position I will apply my previous experience that I learned

Date: June 11, 2015 Signature: [Signature]

Thank you for your interest in serving the City of Lewiston.
Please return form to: City Clerk's Office, 27 Pine Street, Lewiston, ME 04240-7297

LEWISTON CITY COUNCIL

MEETING OF JULY 14, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 21

SUBJECT:

Executive Session pursuant to MRSA Title 1, section 405 (6) (c) to discuss an Economic Development issue of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

INFORMATION:

The Maine State Statutes, Title 1, section 405, define the permissible grounds and subject matters of executive sessions for public meetings.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

State statutes define the purposes for entering into an executive session.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into an Executive Session pursuant to MRSA Title 1, section 405 (6) (c) to discuss an Economic Development issue of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.